

**ACTIVE ANTI-RAM BARRIERS
UNIFORM CONTRACT FORMAT**

**IAW FAR 25.401(b) (1), this contract format is exempt from
WTO GPA however FedBizOps Notice now required if over \$250,000**

LAYOUT OF THIS MODEL

- List of Updates to the Model Contract
- Tick List for the Contracting Officer
- Sample Cover Letter
- Model Contract

UPDATES TO THE MODEL

12/31/13 - Update FAC 2005-64 thru 69, PIB 2012-16 (52.232-99 Deviation already included in models)

08/26/13 – Updated VAT, Section B.1.(a), Version A

08/23/13 – Verified DBA language

05/22/13 – Update VAT info, Section B.1(a)

05/13/13 – Update not needed to Section L

03/22/13 – Update FAC 2012-18

02/01/13 – Updates required by FAC 2005-60 thru 63 (52.204-8, 52.225-25)

09/10/12 – Updates required by PIB 2012-16, 17 and 18

05/29/12 – Updated required by FAC 205-56-59, PIB 2012-11 and -10(notes on inherently govt, 52.204-7, 52.245-1, 52.232-32, 52.245-9, and 52.204-8)

02/22/12 – Update per FAC 2005-55 (52.204-8, 52.204-10, 52.209-7, and 52.209-9)

12/27/11 – Updates FAC 2005-54 (52.225-25 and 52.204-08)

07/20/11 – Updates required by DOSAR (652.204-70; 652.237-71)

07/13/11 – Updates required by FAC 2005-53 (52.223-18, 52.215-10, and 52.215-11)

07/08/11 – Updates required by FAC 52. (52.216-7, 652.242-73, 652.229-70, 52.204-8, and 52.209-2)

04/06/11 – Update per FAC 2005-48, 49, 50 and 51.

02/28/11 – Correction to update required by FAC 2005-47.

02/22/11 – Updated per FAC 2011-7 by deleted 52.209-8 and replacing with 52.209-9 ALT 1

01/24/11 – Updated per FAC 47-48 and PIB 2011-3; 52.204-8, 52.204-9, and 52.209-8

10/19/10 – FAR 2005-46 update 52.244-6, 52.204-8 and add 52.225-25

10/12/10 – FAC 2005-46 add 52.223-18

09/03/10 – FAC 2005-45 update all required FAR clauses

07/22/10 -- FAC 2005-44 add 52.204-10

07/14/10 – FAC 2005-43 to update (52.245-9 and 52.222-19)

07/01/10 – Update FAC 2005-42 (52.244-6)

06/28/10 - Update per PIB 2010 today's date to add 52.222-40 DEVIATION

04/29/10 – No change required by FAC 2005-41

04/23/10 – No change required by FAC 2005-39; FAC 2005-40 has the following changes:
(52.244-6, 52.203-13) (52.209-5) (52.209-7) (52.209-8) (52.212-5)

01/12/10 – Change required by FAC 2005-38 (52.222-39, 52.244-6)

08/27/09 – Changes required by FAC 2005-35 and 36 (52.222-19, 52.225-20, 52.244-6)

08/17/09 – Change required by FAC 2005-34 (Add 52.209-2)

07/20/09 – 652.228-74. Updated DBA rates

06/26/09 - No change required by FAC 2005-32&33

05/12/09 – Deleted QML because no longer valid per Competition Advocates 05/11/09 email

03/09/09 - Change required by FAC 2005-29 and 30 (52.222-50, 52.244-6, 52.204-8, and 652.206-70)

12/29/08 – FAC 2005-28 (52.244-6 and 52.203-13)

10/08/08 – Update FAC 27 (52.232-17, 52.232-25)

07/28/08 – Changes required by PIBs 2008-20 and 2008-21, inclusion of Contractor Identification clause and DBA rate changes

07/08/08 – Update FAC 26 (52.225-13, 52.225-20)

06/02/08 – Change required by FAC 2005-24 and 25

05/30/08 –added note to include 52.225-19 if danger post

01/31/08 – No update required by FAC 2005-23; DBA rate updated in DOSAR clauses

12/03/07 – Change required by FAC 2005-21 and 22

09/20/07 - No update required by FAC 2005-20

09/05/07 – Change required by FAC 2005-18 (update) (52.203-12, 52.204-9, 52.222-50 & 52.203-11)

08/15/07 – Change required by PIB 2007-23 (Add DOSAR 652.204-70, Delete DOSAR 652.237-71) and add DOSAR 652.228-70

07/17/07 – Change required by FAC 2005-18 – no change required

07/06/07 – Change required by FAC 2005-17 (52.243-4, 52.245-9)

03/26/07 – Change required by FAC 2005-16 (52.244-6)

01/29/07 – checked DBA rate

01/04/07 – No change required by FAC 2005-15

12/13/06 - change required by FAC 2005-14 in FAR 652.228-15

12/07/06 – changes required by FAC 2005-13 (52.203-6, 52.2-9-6, 52.244-6 and 52.225-18)

08/03/06 – Change to FAR internet reference; no update required for FAC 2005-12

07/21/06 –Update 652.228-71; no update required by FAC 2005-11

07/10/06 – Change required by FAC 2005-10 (52.204-7, and 652.228-74)

06/20/06 – Change required by FAC 2005-09 (52.204-9, 652.237-71, 52.204-8, 52.222-50)

02/13/06 – Change required by FAC 2005-07 (52.204-8, 52.225-13, 52.244-6)

01/12/06 – Change required by FAC 2005-08 (update FAR 52.222-19 to JAN 2006)

12/14/05 – Change to date of 52.244-6 to reflect that change in FAC 2005-1 was only to clause prescription

10/20/05 – FAC updates for 2005-6 (52.203-11, 52.203-12, 52.228-15 and 52.232-27)

08/19/05 – No change for FAC 2005-05

05/13/05 – No change required by FAC 2005-3 because 52.225-13 updates dates made in FAC 2005-2.

04/15/05 – Changes required by FAC 2005-1 and 2005-2 (update FAR 52.244-6, Subcontracts for Commercial Items and 52.225-13, Restrictions on Certain Foreign Purchases to MAR 2005)

02/23/05 - Updated 52.209-6 and 52.244-6, and added 52.222-39 and 52.204-8 per FAC 2001-26 and FAC 2001-27

11/02/04 – Added 52.233-4 Section I per FAC 2001-25

09/30/04 – Updated to cover new DBA

06/30/04 – Update 52.219-1, 52.244-6, and 52.202-1 Section I per FAC 2001-23 and FAC 2001-24

04/27/04 – DOSAR update. Deleted 652.228-70

04/16/04 – No update required for FAC 2001-21; updated for FAC 2001-22 (FAR 52.249-2).

01/29/04 - No change for FAC 2001-17, changes for FAC 2001-18 (update 52.225-13) and FAC 2001-19 (update of 52.222-19)

10/29/03 - Updated FAC 2001-16 (FAR 52.204-6, 52.204-7, 52.232-27, and 52.225-13

05/29/03 – Updated for FAC 2001-14, FAR 52.203-12, 52.225-13, 52.229-6 and 52.247-63 (JUN 2003)

03/19/03- Updated for FAC 2001-13, FAR 52-244-6 and FAR 52.247-64

Model Solicitation for Active Anti-Ram Barriers Instructions to Contracting Officer

CONTRACTING OFFICER TICKLIST AND GUIDANCE FOR THIS MODEL

- ☐ Always use A/OPE's most recent contract model. Do not recycle an older version. The FAR clauses in the Contract Models are updated many times each year. Link to contract models on A/OPE intranet site at:
http://aopeed.a.state.gov/content.asp?content_id=8&menu_id=47
- ☐ **Post must get DS clearance on these barriers (see 12 FAH-5, Appendix B, paragraph B.60.at: <http://arpsdir.a.state.gov/fam/12fah05/12fah050000apB.html>).**

There is no longer a Qualified Manufacturers' List (QML) under FAR part 9 for these barriers. Competition must be obtained from all sources unless a Justification for Other than Full and Open Competition (JOFOC) is completed in accordance with FAR part 6.

- ☐ **REQUIRING OFFICES** - All requirements for new services must undergo a pre-award assessment by the Requiring Office to ensure the statement of work does not include any inherently governmental functions. The Form DS-4208, Request for Services Contract Approval, found in PIB 2012-11, attachment 1, is available on e-Forms at: <http://a.m.state.sbu/sites/gis/dir/eforms/default.aspx> and will be used to meet this requirement. Link to PIBs on A/OPE intranet site at:
http://aoepd.a.state.gov/content.asp?content_id=86&menu_id=50
- ☐ The Requiring Office must obtain a waiver from DHS under Safety Act or designation of coverage. DHS ruling will determine which FAR clauses to be included per PIB 2008-07. Link to PIBs on A/OPE intranet site at:
http://aoepd.a.state.gov/content.asp?content_id=86&menu_id=50
- ☐ This model is for the fabrication **and installation** of active anti-ram barriers at posts overseas. We anticipate that most of these projects will exceed \$150,000. We consciously did not use the commercial item format because installation of these barriers is clearly construction, and typically the contract resulting from this solicitation will include installation.
- ☐ Evaluation - Installation of the barriers by the manufacturer is an option to be evaluated. The alternative to installation by the barrier supplier is installation by a local firm.
- ☐ Installation Only - If post only requires installation of barriers and purchase of the barriers will be a separate contract, then you must revise this sample RFP to delete all but installation. Contact your A/OPE Desk Officer if you need assistance.
- ☐ Installation by Local Firm - A local firm may install barriers only:

- ☐ If approved by M/OBO/CFSM/SM and DS/C/PSP/PSD; and
- ☐ If the price for installation by the manufacturer is found to be too costly.

- ☐ Please ensure that manufacturer's warranty will apply if the barriers are installed locally. Installation by a local firm would then be a construction contract. (See "Installation Only" above for instructions on which model to use.)

- ☐ **Purchase of Barriers Only** - If post is simply purchasing barriers **and not installation of those barriers**, then change the cover sheet to the SF33 and remove all references to installation requirements, because this will not be a construction contract. This means deleting **all references** to construction. If you need assistance in determining which portions to delete, contact your A/OPE Desk Officer.

- ☐ Specifications and Drawings. Post must ensure that the solicitation includes drawings and specifications to install barriers properly. M/OBO/CFSM/SM and DS/C/PSP/PSD will need to approve the post-specific design and locations of the active anti-ram barriers if installation prices are requested as an option. M/OBO may need to provide drawings showing placement of the barriers and any applicable soil survey data that could impact installation.

- ☐ Bonding and Insurance. Bonding and insurance are required for the installation option if the installation cost is estimated to exceed \$25,000. The bonding requirement may be waived with appropriate assurances and justifications.

- ☐ Pre-Proposal Conference/Site Visit (optional). If there will be a pre-proposal conference or site visit, provide information in a cover letter to the solicitation and in Section L. You may use the pre-proposal conference/site visit language from any of the other A/OPE model solicitations. Link to contract models on A/OPE intranet site at:
http://aopeed.a.state.gov/content.asp?content_id=8&menu_id=47

- ☐ In the documentation to the A/OPE Desk Officer, Contracting Officer has stated the file name of the model the Contracting Officer has copied from A/OPE's intranet site at:
http://aopeed.a.state.gov/content.asp?content_id=8&menu_id=47

- ☐ Instructions for each "[Note to Contracting Officer]" have been followed

- ☐ Offeror has completed all appropriate fill-in-the-blank sections, many of which are denoted by "[]"

- ☐ FAR part 12 addresses commercial item acquisitions. FAR part 2 defines a commercial item. If you are uncertain whether these services in the host country fall within the commercial item definition, please contact your A/OPE Desk Officer, who will assist you in making that decision. Link to the FAR at: <http://acquisition.gov/far/index.html>.

- ☐ If this model is being used in lieu of the commercial items model, the Contracting Officer has included supporting rationale as to why it is necessary to use this model.
- (OR)
- ☐ If this model is being used in lieu of the commercial items model, the Contracting Officer has defended this decision to the A/OPE Desk Officer.
- ☐ If you have questions about FAR provisions and clauses, consult FAR subpart 52.3, the Provision and Clause Matrix, at:
http://acquisition.gov/far/current/html/52_301Matrix.html. Do not delete any provisions or clauses without talking with your A/OPE Desk Officer.
- ☐ REQUIRED – Before sending to A/OPE for review, all modified clauses are highlighted unless the instructions for that clause in the model expressly state that post should modify the clause to reflect post specifics.
 - ☐ REQUIRED - Rationale for this modification has been included in the memo requesting review from A/OPE.
 - ☐ Highlights have been removed before issuing solicitation
- ☐ Bio-preferred products - If US firms or products are being solicited then include 52.223-1 and 52.223-2 in the solicitation/contract. Place in Section I.1.
- ☐ Appropriate information has been entered into all blank fields
- ☐ Your A/OPE Desk Officer has approved this solicitation when and where approval is appropriate
- ☐ The entire contract model, including all completed tick lists and instructions, has been saved somewhere for your records so you'll have a history of what you've done.
- ☐ "Model Updates" at the beginning of this document were deleted before final printing.
- ☐ ALL "Tick List and Guidance" comments have been deleted before final printing.
- ☐ "[Notes to Contracting Officer]" which are embedded in the model have been deleted before final printing
- ☐ Contracting Officer has read the solicitation before it has been submitted to A/OPE for review.
- ☐ Contracting Officer has made sure all A/OPE comments are incorporated before issuance.

- ☐ Contracting Officer has actually read the final solicitation before distribution.
- ☐ The solicitation makes sense to both you and your A/OPE Desk Officer
- ☐ The Proposal due date is at least 30 days after issuance. Also, the Contracting Officer has ensured this due date does not fall on an Embassy holiday or weekend.
- ☐ PIB 2007-14 and PIB 2014-3 have been reviewed to ensure public notification/advertising requirements have been satisfied where appropriate. When in doubt, contact your A/OPE Desk Officer. Link to PIBs on A/OPE intranet site at: http://aopepd.a.state.gov/content.asp?content_id=86&menu_id=50
- ☐ The proposed COR has been notified of all required training as set forth in DOSAR subpart 642 to ensure these requirements have been satisfied prior to or at the time of award. Link to DOSAR at: <http://aope.a.state.gov/dosar/fullscreen.asp>
- ☐ Contracting Officer has negotiated for the lowest priced technically acceptable offer.
- ☐ SECTION A Completed
- ☐ Cover Page of Solicitation
 - ☐ Construction – If installation will be part of this solicitation, use the SF-1442 as a cover sheet.
 - ☐ Non-construction – If installation will not be part of this solicitation, use the SF-33 as a cover sheet.
 - ☐ Use a Request for Proposals (RFP) number regardless of whether the SF-1442 or SF-33 is used.
- ☐ SECTION B Completed
- ☐ SECTION C Completed
 - ☐ You have coordinated the tasks with the Requirements Office to ensure all tasks are necessary to include the timing.
- ☐ SECTION I Completed
 - ☐ FAR 52.232-33 Payment by Electronic Funds Transfer – System for Award Management (JULY 2013)
- ☐ SECTION I – Defense Base Act Insurance clauses reviewed and modified

- ☐ When the Contracting Officer has a reasonable expectation that no covered contractor employees (for definition of covered versus non covered employees, see PIB 2009-20 on A/OPE intranet site at: http://aopepd.a.state.gov/content.asp?content_id=86&menu_id=50) will be included in the offers (e.g., offers will come from local overseas contractors and the work is to be performed in a country that has local workers' compensation laws), the Contracting Officer shall include the following FAR clause and DOSAR provision in the solicitation:

- ☐ FAR clause 52.228-4, *Workers' Compensation and War-Hazard Insurance Overseas*. Place in Section I.1. (Note that A/OPE has assumed you will use the above clause and has already included it in Section I.1.)

- ☐ Provision entitled *Defense Base Act – Covered Contractor Employees*; place in Section K.9 (Note that A/OPE has assumed you will use the above clause and has already included it in Section K.9.)

- ☐ If, in response to the solicitation, any offeror knows that they will employ covered employees, the offeror is required to notify the Contracting Officer prior to the closing date.

- ☐ The Contracting Officer shall then amend the solicitation to add a line item in Section B (see sample language in B.2.7 and actual item in B.3.6 of the LGP model). Link to LGP contract model at: http://aopeead.a.state.gov/content.asp?content_id=7&menu_id=46

- ☐ If covered employees will be employed, delete the following

- ☐ FAR clause 52.228-4, *Workers' Compensation and War-Hazard Insurance Overseas* from Section I.1.

- ☐ Provision entitled 652.228-70 *Defense Base Act – Covered Contractor Employees* from Section K.9

Also add the following clauses/provisions:

- ☐ FAR clause 52.228-3, *Workers' Compensation Insurance (Defense Base Act)*; place in Section I. Incorporated by reference.

- ☐ DOSAR clause 652.228-71, *Workers' Compensation Insurance (Defense Base Act) – Services*; place in Section I. Incorporated in full text. If DOSAR 652.228-71 included delete actual text from paragraphs b, c, d, e, and f and mark those paragraphs as “reserved per PIB 2012-17”. Link to PIBs on A/OPE intranet site at:
http://aoepd.a.state.gov/content.asp?content_id=86&menu_id=50
- ☐ Offerors shall be given additional time to incorporate the DBA contractor rates into their proposed prices.
- ☐ SECTION K.5 COMPLETED - American Business Sources
- ☐ All Section K.5(b) tick marks such as this one “[]” have been appropriately ticked
- ☐ If you know or expect that American businesses may submit a proposal, you must include the following solicitation provision, in addition to the other certifications contained in this solicitation. This certification is used to determine whether the firm is considered small by the Small Business Administration (SBA).
- ☐ If you receive an offer from a small business, and you determine that firm to be non-responsible, then you must refer the matter to A/OPE and A/SDBU for referral to SBA; any determination of non-responsibility of an American small business must be referred to SBA prior to award of the contract. SBA will then determine whether to issue a Certificate of Competency (SBA) attesting to the firm's ability to perform the contract. For more information, see FAR 19.000(b) and 19.6. Link to the FAR at:
<http://acquisition.gov/far/index.html>
- ☐ If the above conditions are met, include the following (shown in blue below) at the end of Section K and number as the next sequential number in the K series.

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2012)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **236220 (for installation)** or **561621(for barrier procurement only).**

(2) The small business size standard is **\$33.5 Million USD (for installation)** or **\$19.0 Million USD (for barrier procurement only).**

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it o is, o is not a small business concern.

(2) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, for general statistical purposes, that it o is, o is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it o is, o is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. *[Complete only if the offeror represented itself as a women-owned small business concern in paragraph (b)(3) of this provision.]* The offeror represents as part of its offer that—

(i) It o is, o is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It o is, o not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. *[The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.]* Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. *[Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (b)(4) of this provision.]* The offeror represents as part of its offer that—

(i) It o is, o is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. *[The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.]* Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it o is, o is not a veteran-owned small business concern.

(7) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(6) of this provision.]* The offeror represents as part of its offer that it o is, o is not a service-disabled veteran-owned small business concern.

(8) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, as part of its offer, that—

(i) It o is, o is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It o is, o is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. *[The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.]* Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions.* As used in this provision—

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) “Service-disabled veteran” means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C. 101\(16\)](#).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at [38 U.S.C. 101\(2\)](#)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under [15 U.S.C. 645\(d\)](#), any person who misrepresents a firm’s status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

☐ If US firms are being solicited/awarded a contract the following FAR clause must be provided in full text:

52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEVIATION JUN 2010)

(a) During the term of this contract, the Contractor shall post a notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2 (d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relation Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any website that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's website that contains the full text of the poster. The link to the Department's website, as referenced in (b)(3) of this section must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required notice, printed by the Department of Labor, can be –

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs; or

(2) Provided by the Federal contracting agency, if requested;

(3) Downloaded from the Department of Labor, Office of Labor-Management Standards (OLMS) web site at:

<http://www.dol.gov/olms/regs/compliance/EO13496.htm>; or

(4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the Employee Notification referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor shall comply with all provisions of the Employee Notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and FAR Subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 471, which implements E.O. 13496 or as otherwise provided by law.

(f) Subcontracts.

(1) The Contractor shall include the substance of the provisions of paragraphs (a) through (f) of this clause in every subcontract that exceeds \$10,000 unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor and subcontractor are not permitted to procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this subpart.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for non compliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.



Third Country Nationals (TCN): The clause Recruitment of Third Country Nationals for Performance on Department of State Contracts shall be included in any solicitation and contract (including commercial items) valued over \$150,000 requiring non-professional labor where contract performance will require recruitment of third country national labor specifically for contract performance Contractors shall submit Recruitment and Housing Plans, as appropriate, and shall be evaluated and contracts shall only be awarded to contractors submitting acceptable plans.(PIB 2012-10) Link to PIBs on A/OPE intranet site at: http://aoepd.a.state.gov/content.asp?content_id=86&menu_id=50

RECRUITMENT OF THIRD COUNTRY NATIONALS FOR PERFORMANCE ON DEPARTMENT OF STATE CONTRACTS (October 17, 2012)

1. On contracts exceeding \$150,000 where performance will require the recruitment of non-professional third country nationals, the offeror is required to submit a **Recruitment Plan** as part of the proposal. Contractors providing employer furnished housing are required to submit a **Housing Plan**.

2. Recruitment Plan

- a. State the anticipated number of workers to be recruited, the skills they are expected to have, and the country or countries from which the Contractor intends to recruit them.
- b. Explain how the Contractor intends to attract candidates and the recruitment strategy including the recruiter.
- c. Provide sample recruitment agreement in English.
- d. State in the offer that the recruited employee will not be charged recruitment or any similar fees. The Contractor or employer pays the recruitment fees for the worker if recruited by the Contractor or subcontractor to work specifically on Department of State jobs.
- e. State in the offer that the Contractor's recruitment practices comply with recruiting nation and host country labor laws.
- f. State in the offer that the Contractor has read and understands the requirements of FAR 52.222-50 Combating Trafficking in Persons.
- g. Contractor and subcontractors shall only use bona fide licensed recruitment companies. Recruitment companies shall only use bona fide employees and not independent agents.
- h. Contractor will advise the Contracting Officer of any changes to the Recruitment Plan during performance.

3. The offeror will submit a **Housing Plan** if the Contractor intends to provide employer furnished housing for TCNs. The **Housing Plan** must describe the location and description of the proposed housing. Contractors must state in their offer that housing meets host country housing and safety standards and local codes or explain any variance. Contractor shall comply with any Temporary Labor Camp standards contained in this contract. In contracts without a Temporary Labor Camp standard, fifty square feet is the minimum amount of space per person without a Contracting Officer waiver. Contractor shall submit proposed changes to their Housing Plan to the Contracting Officer for approval.

4. Department of State contractor and subcontractors will treat employees with respect and dignity by taking the following actions:

- a. Contractor may not hold employee passports and other identification documents longer than 48 hours without employee concurrence. Contractors and subcontractors are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document to prevent or restrict the person's liberty to move or travel in order to maintain the services of that person, when the person is or has been a victim of a severe form of trafficking in persons.

- b. Contractor shall provide employees with signed copies of the/their employment contracts, in English and the employee's native language, that define the terms of employment, compensation, job description, and benefits. Contracts must be provided prior to employee departure from their countries of origin.
- c. Contractor shall provide all employees with a "Know Your Rights" brochure and document that employees have been briefed on the contents of the brochure. The English language version is available at <http://www.state.gov/j/tip/> or from the Contracting Officer.
- d. Contractor shall brief employees on the requirements of the FAR 52.222-50 Combating Trafficking in Persons including the requirements against commercial sex even in countries where it is legal and shall provide a copy of the briefing to the Contracting Officer Representative (COR).
- e. Contractor shall display posters in worker housing advising employees in English and the dominant language of the Third Country Nationals being housed of the requirement to report violations of Trafficking in Persons to the company and the company's obligation to report to the Contracting Officer. The poster shall also indicate that reports can also be submitted to the Office of the Inspector General (OIG) Hotline at 202-647-3320 or 1-800-409-9926 or via email at OIGHotline@state.gov.
- f. Contractor and subcontractors shall comply with sending and receiving nation laws regarding transit, entry, exit, visas, and work permits. Contractors are responsible for repatriation of workers imported for contract performance.
- g. Contractor will monitor subcontractor compliance at all tiers. This includes verification that subcontractors are aware of, and understand, the requirements of FAR 52.222-50 Combating Trafficking in Persons and this clause. Contractors specifically agree to allow U.S. Government personnel access to contractor and subcontractor personnel, records, and housing for audit of compliance with these requirements.
- h. The Contractor agrees to include this clause in all subcontracts over \$150,000 involving recruitment of third country national for subcontractor performance.

Sample Letter to Prospective Offerors

[Note to Contracting Officer: Insert date]

[Note to Contracting Officer: Insert inside address]

Dear Prospective Offeror:

SUBJECT: Solicitation Number ***[Note to Contracting Officer: Insert number and title of project]***

The Embassy of the United States of America invites you to submit a proposal for ***[Note to Contracting Officer: Insert a brief description of project scope, location of site]***.

[Note to Contracting Officer: Insert the following paragraph if a pre-proposal conference will be held]

The Embassy intends to conduct a pre-proposal conference at the site, and all prospective offerors who have received a solicitation package are invited to attend. See Section L of the attached Request for Proposals (RFP).

Submit your proposal in a sealed envelope marked "Proposal Enclosed" to the ***[Note to Contracting Officer: Insert name of Contracting Officer, Address]*** on or before ***[Note to Contracting Officer: Insert solicitation closing time]*** on ***[Note to Contracting Officer: Insert solicitation closing date]***. No proposal will be accepted after this time.

[Note to Contracting Officer: Use the following paragraph if barriers and installation are being purchased]

In order for a proposal to be considered, you must also complete and submit the following:

1. SF-1442
2. Section B and Attachment 4, Proposal Breakdown by Divisions;
3. Section K, Representations and Certifications;
4. Bar Chart illustrating sequence of work to be performed;
5. Additional information as required in Section L.

[Note to Contracting Officer: Use the following paragraph if only barriers are being purchased under this solicitation, with no installation]

In order for a proposal to be considered, you must also complete and submit the following:

1. SF-33;
2. Section B;
3. Section K, Representations and Certifications;
4. ***Additional information as required in Section L.***

The contract completion date is specified in Section F of the solicitation.

Direct any questions regarding this solicitation to *[Note to Contracting Officer: Insert name]* by letter or by telephone *[Note to Contracting Officer: Insert telephone number]* during regular business hours.

Sincerely,

[Note to Contracting Officer: Insert name]
Contracting Officer

SECTION A

Specific Instructions for Section A

COVER PAGE - SF-1442

[Note to Contracting Officer: Use the SF-1442 as the cover page if installation will be included. Use the SF-33 if installation will not be included. The forms are available on A/OPE's Intranet site at http://aopeed.a.state.gov/content.asp?content_id=81&menu_id=49

SF-1442: See the Overseas Cookbook, Chapter 8 for a sample on how to complete the SF-1442. This example is actually an SF-1442 completed for contract award. When completing an SF-1442 for purposes of a solicitation cover page, fill in the following blocks, using the Overseas Cookbook sample. All other blanks are left uncompleted at this time:

- Block 1
- Block 2
- Block 3
- Block 7
- Block 8
- Block 9a and 9b
- Block 10
- Block 11
- Block 12A and 12B
- Block 13

SF-33: See the Overseas Cookbook, Chapter 8 for a sample on how to complete the SF-33. This example is actually an SF-33 completed for contract award. When completing an SF-33 for purposes of a solicitation cover page, fill in the following blanks, using the Overseas Cookbook sample. All other blanks are left uncompleted at this time:

- Block 3
- Block 4
- Block 5
- Block 7
- Block 8, if applicable
- Block 9
- Block 10A and 10b
- Block 11]

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 CONTRACT PRICE

The Contractor shall supply, deliver, and complete all work, including furnishing all labor, material, equipment and services, unless otherwise specified herein, required under this contract for the following firm fixed prices. These prices shall include all labor, materials, overhead (excluding cost of Workers' Compensation and War-Hazard Insurance, for U.S. citizens, which shall be a direct reimbursement) and profit.

B.1(a) VALUE ADDED TAX.

[Note to Contracting Officer: Include VAT Version A, if the Contractor must submit VAT for this contract to the host government. Include VAT Version B if the host government will not require submission of VAT by the Contractor for this contract.]

VAT VERSION A

VALUE ADDED TAX (VAT). The Contractor shall include VAT as a separate charge on the Invoice and as a separate line item in Section B.

OR

VAT VERSION B

VALUE ADDED TAX (VAT). The Government will not reimburse the Contractor for VAT under this contract. The Contractor shall not include a line for VAT on Invoices as the U.S. Embassy has a tax exemption certificate with the host government.

B.1(b) *[Note to Contracting Officer:*

- *Column 1 - Sequentially number all items to be purchased*
- *Column 2 – Short description of item; revise as necessary*
- *Column 3 – Fill in unit of measure, such as EA (for each)*
- *Column 4 – Offeror will complete*
- *Column 5 – Include estimated quantity*
- *Column 6 – Offeror will complete*
- *Total Price – Offeror will complete]*

B.1.1 Basic Contract Requirement. B.1.4, contract line item 01 is the basic contract requirement for furnishing barriers.

B.1.2 Optional Contract Requirement. B.1.4, contract line item 02, is an option for installation of the barriers. If the Government elects to exercise this option, it will do so at time of contract award. See also Section I.1, FAR 52.217-7 for details relating to this option exercise.

B.1.3 Defense Base Act Insurance. If the Contractor will be required to purchase Defense Base Act (DBA) Insurance, it shall not be included in the firm-fixed price of installation. The Government will reimburse the Contractor directly for DBA Insurance that is required and obtained in accordance with Section I, DOSAR 652.228-71, "Worker's Compensation Insurance (Defense Base Act) - Services" and FAR 52.228-3, "Worker's Compensation Insurance (Defense Base Act)".

When the contract is awarded, the Contractor shall contact the Contracting Officer and request the name of the insurance broker under contract to the Department of State. After paying the DBA insurance premium, the Contractor shall submit the certification of coverage from the carrier and a voucher for payment to the Contracting Officer. A paid invoice must support the voucher. The Contractor shall submit the certification to the Contracting Officer before the Notice to Proceed (see Section F).

The cost of DBA insurance is paid on an annual basis.

B.1.4 Pricing					
Line Item	Description	Unit	Unit Price	Quantity	Total Price
1	Active Anti-Ram Vehicle Barrier(s)	Each			
2	Installation	Lot			
3	DBA Insurance (if required)	Lot			
4	VAT				
5	Grand Total Price:				

B.2 TYPE OF CONTRACT

This is a firm-fixed price contract payable entirely *in [Note to Contracting Officer: Select one of the following]* () local, () U.S. currency. The Government will not pay additional sums due to any escalation in the cost of materials, equipment or labor, or the Contractor's failure to properly estimate or accurately predict the cost or difficulty of achieving the results required. The Government will also not adjust the contract price due to fluctuations in the currency exchange rates. The Government may make changes in the contract price or time to complete only due to changes made by the Government in the work to be performed, or by delays caused by the Government.

SECTION C

DESCRIPTION/SPECIFICATIONS STATEMENT OF WORK

C.1 SPECIFICATIONS/STATEMENT OF WORK (SOW)

C.1.1 General: The Contractor shall provide [*Note to Contracting Officer: Identify quantity*] active anti-ram vehicle barriers at the [*Note to Contracting Officer: Identify specific building(s)*]. These barriers shall protect perimeter vehicle access/egress points or Compound Access Control (CACs) by limiting their vulnerability during the passage of vehicular traffic. Performance criteria for vehicle barrier systems involve functional requirements, power system and control circuits.

C.1.2 Functional Requirements: The vehicle arrest system shall provide a clearly visible device, such as a signal light or a drop arm, to indicate the barrier's status to the approaching driver. The normal operating time for the system to move the barrier component into its final secure position shall not exceed 3 to 4 seconds. The system shall include an emergency override mode that shall permit the barrier to be fully engaged in 0.75 seconds or less. The width of the barrier component(s) shall be [*Note to Contracting Officer: Provide width requirements*] and the barrier portion of the arrest system shall be capable of protecting up to 3.1 to 3.7 meter driveway or garage ramp. The barriers must meet impact tests identified in SD-STK-02.01, which specifies perpendicular barrier impact by a 15,000 lb (6810 kg) vehicle as [*Note to Contracting Officer: Provide K and L ratings (vehicle velocity during crash test and maximum allowable penetration of the barrier respectively as identified in 12 FAH 5, Exhibit B, paragraph B.60 at: <http://arpsdir.a.state.gov/fam/12fah05/12fah050000apB.html>)*].

C.1.3 Power System and Control Circuits: The systems must meet the following requirements:

- Electric Motors must be [*Note to Contracting Officer: Identify local power supply*]. Manufacturer must warrant that dual-rated 50 or 60 Hz motors are acceptable.
- Control Voltage of the system shall not exceed 24 Volt Direct Current.
- The control system shall retain a "status quo" position when power fails; (it shall never fail secure or fail-safe). The control system shall provide a manual operation capability for use in the event of power failure.
- The system shall provide maximum dependability and ease of maintenance. [*Note to Contracting Officer: Identify worst known conditions, power surges, brownouts, adverse climatic conditions, etc.*]
- The system shall have two standard control circuits: a slave or local control for the guard at the gate, and a master or remote control for the Marine Security Guard (MSG) booth. Both sets of controls shall include status indicator lights for power and barrier position.

- The system shall provide an emergency override and secure switch to the local guard. The emergency override switch for the local guard control shall not be equipped with reset capability. The local guard control shall include an annunciator, which shall be triggered whenever the barrier remains in the nonsecure position for a range of 0.0 to 60 seconds. The local control shall not be provided with a reset switch for this feature.
- A remote master control shall be used at all posts. The remote master control shall have an override switch and reset button for the local emergency override feature. The remote master control panel shall have either an annunciator or a signal light triggered by the local control annunciator. The MSG booth alarm, however, shall include a silencer for the audible annunciator, if applicable. The annunciator shall disarm automatically when the override switch is used. The remote master control shall also have a reset switch for the local control annunciator.
- When power or hydraulic lines are not below ground, they shall be protected through the use of rigid conduit. Manufacturers shall provide fail-safe lock options to the hydraulic reservoirs, which shall prevent the barrier from lowering in the event of hydraulic failure. The use of this fail-in-place is encouraged.
- The Contractor shall provide written inspection/maintenance guidance and this guidance shall include component manuals. At a minimum this shall include:
 - Inspection/maintenance procedures (what to check, locations, steps to follow)
 - Special safety precautions
 - Listing of parts/components requiring inspection/maintenance together with frequency of the inspection/maintenance.
 - Identification of specific maintenance materials or products (e.g., type of grade of oil and other fluids, size and types of filter, etc.)
 - Identification of any special tools that shall be available before inspection/maintenance can be performed.
- Every active vehicle barrier system shall include the following items:
 - Remote control panel with annunciator, override and reset;
 - Hydraulic hand pump (only for powered units);
 - Power off operation;
 - Emergency fast operation;
 - Low fluid level switch;
 - Sump pump (in ground units only);
 - Export packaging;
 - Installation, operation, and maintenance manual;
 - Spare parts kit (per manufacturer's recommended list);
 - Electrical disconnect at the hydraulic unit

[Note to Contracting Officer: Add the following other options as applicable:

- ***For areas where temperatures exceed 100 degrees Fahrenheit (37.8 degrees Celsius) for extended periods, a cooling unit for the hydraulic fluid should be ordered.***
- ***For areas that experience freezing temperatures a heating system should be included which prevents the build-up of ice in the barrier. Additional rust proofing may be added.***
- ***Traffic lights***
- ***Parking gate (drop gate)***
- ***Extra local/slave panels***
- ***Extra master/remote panels***
- ***Tool kit (for maintenance)***
- ***Hydraulic hose (if not available locally)***
- ***Electrical wire (if not available locally)***
- ***Tools needed for installation (if anticipate local installation)***
- ***Environmental enclosures]***

C.2 OPTIONAL CONTRACT LINE ITEM: INSTALLATION

C.2.1 General. The Contractor shall install all materials required by this contract, subject to exceptions stated in the Specifications/Statement of Work for materials and equipment to be provided by or work to be performed by the Government or by others under separate contracts. The contract drawings are set forth in Section J as Attachment 5 and Specifications/Statement of Work are set forth below.

C.2.2 Pump/Motor Location. For most efficient operation, the location of the pump/motor shall be as close as possible to the barrier with a minimum of turns and bends in the hydraulic lines as identified in the drawings.

C.2.3. All vehicle barriers shall be made of:

[Note to Contracting Officer: If local building code requires modification to the following standards regarding steel, notify M/OBO/PDCS/DE before revising.]

- **Steel:**
 - Deformed steel reinforcement shall be new billet steel, Grade 60 (for forced entry designs) and Grade 40 (for anti-ram designs) and shall comply with American Concrete Institute standard (ACI) 318 and American Society of Testing Materials standards (ASTM) A-615. Placement of reinforcement shall be governed by ACI 318. Placing plans and shop details shall be in accordance with ACI 315 and shall be provided as shop drawings during the installation. Furnish support bars in accordance with CRSI standards.

- Structural steel shall be carbon steel (ASTM A-36) having a minimum tensile strength of 400 to 550 Mpa. All structural steel shall be designed in accordance with the American Institute of Steel construction (AISC) – Specification for Design, Fabrication, and Erection of Structural Steel for Buildings.
- Concrete:
 - Concrete used in the construction of the walls, floors and ceiling which shall constitute all or part of a FE/BR hardline or anti-ram structure at a DOS overseas building. The concrete shall meet American Concrete Institute (ACI) and the American Society of Testing and materials (ASTM) specifications for the formulation, placement, and curing of the concrete. ***[Note to Contracting Officer: Copies of ACI and ASTM standards should be available on site for reference before pouring of concrete. If you need copies of applicable sections please contact M/OBO/PDCS/DE.]***
 - All concrete shall be rated at a strength of 20.5 Mpa at 28 days with 5 percent air entrainment. Minimum slump is 50mm and maximum slump is 90mm.
 - Cement, coarse and fine aggregate shall comply with ACI 304. Coarse aggregate shall be no larger than 25mm diameter and, together with fine aggregate, shall comply with ASTM C-33. Cement shall be Type I, ASTM C-150.
 - Mixing and placing of concrete is to comply with ACI 304 and ASTM C-94. The Contractor shall submit concrete design mix to the Contracting Officer's Representative (COR) for review and approval prior to preparing the concrete and presenting it at the site. Consolidation by vibration shall comply with ACI 318. Quality control shall be in accordance with ACI 318. Slump tests (conforming to ASTM C-143) will be conducted by, or under the direction of the COR to confirm the workability and to control the water content of the concrete mix during placement. Maximum water-cement ration (by weight) shall be 0.46 for air-entrained concrete.
 - The Contractor shall take test cylinders throughout the placement of the concrete, in accordance with ASTM C-21. Representative cylinders shall be broken at 7, 14, 21 and 28 days, in accordance with ASTM C-39, to verify the concrete strength. ***[Note to Contracting Officer: A minimum of eight cylinders shall be taken, but the total number of cylinders and sampling shall not exceed ?? and exact number shall be determined by COR.]***
 - Concrete shall be wet-cured in accordance with ACI 308.
- Soils. In general, for all concrete footings, vaults, and foundations for active anti-ram vehicle barriers, the minimum soil bearing pressure shall be 65 kPa (1350 psf), for all seismic zones,

unless more stringent conditions are identified. Where organic soils are present, the maximum allowable bearing capacity shall not exceed 48 kPA (1000 psf) and where the in-situ soils consist of stiff weathered clay, the maximum allowable bearing capacity shall not exceed 95 kPA (1980 psf), for all seismic zones.

When existing conditions indicate that the soil bearing capacity is less than 45 kPA (940 psf) the foundations shall be designed by a registered structural engineer. Backfill shall be low-cohesive, well-graded crushed stone or broken gravel, at least the depth of the foundation and extending around the structure 1.5 times the embedment depth, or at least 2.0 ft. Backfill shall be compacted to a density of not less than 90 percent maximum dry density.

C.2.4 Submittals. The Contractor shall provide construction/installation submittals consisting of:

- Shop drawings showing concrete and reinforcement
- Product literature describing equipment
- Wiring diagrams (to guard booth)
- Drainage systems (if affected)
- As built drawings; warranty information; operation manuals, and maintenance and repair documents.

C.3. DRAWINGS

In case of differences between small and large-scale drawings, the latter shall govern. Where a portion of the work is drawn in detail and the remainder of the work is indicated in outline, the parts drawn in detail shall apply also to all other portions of the work. Drawings shall show placement of barriers. *[Note to Contracting Officer: Provide drawings to Contractor showing placement of barriers per 12 FAH 5 H-424.1.at:*
<http://arpsdir.a.state.gov/fam/12fah05/12fah050420.html>. *These drawings will be a part of the solicitation and contract.]*

SECTION D
PACKAGING AND MARKING

D.1 PLACE OF DELIVERY

All deliverables shall be delivered to the following address:

[Note to Contracting Officer: Fill in delivery address, either CRP or at post]

D.2 PACKING AND MARKING

Materials delivered to the site shall be export packed for surface shipment and marked as follows:

[Note to Contracting Officer: Fill in marking instructions. Include instructions for special markings if items need to come into the country duty free.]

SECTION E INSPECTION AND ACCEPTANCE

E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://www.acquisition.gov/far/> or <http://farsite.hill.af.mil/vffara.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <http://www.statebuy.state.gov/> to see the links to the FAR. You may also use an internet “search engine” (for example Google, Yahoo, Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation (FAR) clauses are incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.246-02	INSPECTION OF SUPPLIES – FIXED PRICE (AUG 1996)
52.246-12	INSPECTION OF CONSTRUCTION (AUG 1996)* *applicable if installation option is exercised

E.2 QUALITY ASSURANCE

The Contractor shall institute an appropriate inspection system including:

- (1) Creation of checklists of duties to be carried out;
- (2) Periodic inspections to ensure that these duties are carried out by the supervisory staff and senior employees; and,
- (3) Weekly inspections to determine whether the various services are being performed according to the contract requirements.

The Contractor shall provide copies of the *[Note to Contracting Officer: Fill in weekly or monthly]* inspection reports to the COR.

The Contractor shall promptly correct and improve upon any areas of shortcomings and/or substandard conditions noted in such inspections. The Contractor shall bring to the attention of the Contracting Officer or COR, for disposition, any conditions uncovered which are not the responsibility of the Contractor.

E.2.1 Inspection by Government: The COR or his/her authorized representatives will periodically inspect the services being performed and supplies being furnished, to determine that all services are being performed in an acceptable manner, and that all supplies are of acceptable quality and standards.

The Contractor shall be responsible for any countermeasures or corrective action, within the scope of this contract, which may be required by the Contracting Officer as a result of such inspection.

E.4 FINAL COMPLETION AND ACCEPTANCE

E.4.1 Definitions

(a) "Final completion and acceptance" - the stage in the progress of the work, as determined by the Contracting Officer and confirmed in writing to the Contractor, at which all work required under the contract has been completed in a satisfactory manner in accordance with contract requirements, subject to the discovery of defects after final completion and except for items specifically excluded in the notice of final acceptance.

(b) "Date of final completion and acceptance"- the date determined by the Contracting Officer on which final completion of the work occurs, as indicated by written notice to the Contractor.

E.4.2 Final Inspection and Tests

The Contractor shall give the Contracting Officer at least five (5) calendar days advance written notice prior to the date the work will be fully completed and ready for final inspection and tests. Final inspection and tests will be started not later than the date specified in the aforesaid notice unless the Contracting Officer determines that the work is not ready for final inspection and so informs the Contractor.

E.4.3 Final Acceptance

The Contracting Officer shall issue to the Contractor a notice of final acceptance and make final payment as required by the contract upon:

- (1) Satisfactory completion of all required tests;
- (2) Verification by the Contracting Officer on the basis of a final inspection that all items listed in the Schedule of Defects have been completed or corrected and that the work is finally complete, subject to the discovery of defects after final completion;
- (3) Submittal by the Contractor of all documents and other items required upon completion of the work, including a final request for payment, and;
- (4) Determination by the Contracting Officer that the work under the contract is complete and the contract has been fully performed, with the exception of continuing obligations thereunder.

SECTION F DELIVERIES OR PERFORMANCE

F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://www.acquisition.gov/far/> or <http://farsite.hill.af.mil/vffara.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <http://www.statebuy.state.gov/> to see the links to the FAR. You may also use an internet “search engine” (for example Google, Yahoo, Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation (FAR) clauses are incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

<u>Clause</u>	<u>Title and Date</u>
52.242-15	STOP WORK ORDER (AUG 1989)
52.242.17	GOVERNMENT DELAY OF WORK (APR 1984)
52.242-14	SUSPENSION OF WORK (APR 1984)*
	*applicable if installation option is exercised

F.2 DELIVERY DUE DATE

Active vehicle barriers required hereunder shall be delivered to the address identified in Section D.1 not later than ***[Note to Contracting Officer: Fill in number of calendar days]*** after date of contract award.

F.3 INSTALLATION CLAUSES – These clauses are only applicable to the installation portion of the work, presuming the installation option is exercised.

F.3.1 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within ***[Note to Contracting Officer: Fill in number of days]*** calendar days after the date the Contractor receives the Notice to Proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than ***[Note to Contracting Officer: Fill in number of days]*** calendar days after

the date of the Notice to Proceed. The time stated for completion shall include final cleanup of the premises and completion of punch-list items.

F.3.2 52.211-12 LIQUIDATED DAMAGES - CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay liquidated damages to the Government in the amount of *[Note to Contracting Officer: Insert amount]* for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

F.3.3 Contractor's Submission of Construction Schedules

(a) The time for submission of the schedules referenced in Section I, 52.236-15, "Schedules for Construction Contracts", paragraph (a), is hereby modified to reflect the due date for submission as " *[Note to Contracting Officer: Fill in number of days]* calendar days after receipt of an executed contract".

(b) These schedules shall include the time by which shop drawings, product data, samples and other submittals required by the contract will be submitted for approval.

(c) The Contractor shall revise such schedules (1) to account for the actual progress of the work, (2) to reflect approved adjustments in the performance schedule, and (3) as required by the Contracting Officer to achieve coordination with work by the Government and any separate contractors employed by the Government. The Contractor shall submit a schedule that sequences work so as to minimize disruption at the job-site.

(d) All deliverables shall be in the English language, unless otherwise provided hereunder, and any system of dimensions (i.e., English or metric) shown shall be consistent with that used in the contract. No extension of time shall be allowed due to delay by the Government in approving such deliverables if the Contractor has failed to act promptly and responsively in submitting its deliverables. Each deliverable shall be identified as required by the contract.

F.3.4 Acceptance of Schedule

When the Government has accepted any time schedule, this acceptance shall be binding upon the Contractor. The completion date is fixed and may be extended only by a written contract modification signed by the Contracting Officer. Acceptance or approval of any schedule or revision thereof by the Government shall not:

- (1) Extend the completion date or obligate the Government to do so;
- (2) Constitute acceptance or approval of any delay, nor;
- (3) Excuse or relieve the Contractor of its obligation to maintain the progress of the work and achieve final completion by the established completion date.

F.3.5 Notice of Delay

In the event the Contractor receives a notice of any change in the work, or if any other conditions arise which are likely to cause or are actually causing delays which the Contractor believes may result in completion of the project after the completion date, the Contractor shall:

- (1) Notify the Government of such change or other conditions upon the approved schedule, and;
- (2) Shall state in what respects, if any, the relevant schedule or the completion date should be revised.

Such notice shall be given promptly and not more than ten (10) calendar days following the first occurrence of event giving rise to the delay or prospective delay. Revisions to the approved time schedule shall only be made with the approval of the Contracting Officer.

F.3.6 Notice to Proceed (NTP)

- (a) The Contracting Officer will issue a Notice to Proceed with barrier installation, following:

- Receipt from the Contractor and acceptance by the Government of evidence of bonding and insurance within the time specified in Section H of this contract, and;
- Arrival of the barriers at the Embassy site.

- (b) The Contractor shall then prosecute the work required hereunder, commencing and completing performance not later than the time period established in F.3.1.

F.4 Excusable Delays

The Contractor shall be allowed time, not money, for excusable delays as defined in FAR 52.249-10, "Default". Examples of such cases include:

- (1) Acts of God or of the public enemy;
- (2) Acts of the United States Government in either its sovereign or contractual capacity;
- (3) Acts of the government of the host country in its sovereign capacity;
- (4) Acts of another contractor in the performance of a contract with the Government;
- (5) Fires;
- (6) Floods;
- (7) Epidemics;
- (8) Quarantine restrictions;
- (9) Strikes;
- (10) Freight embargoes;
- (11) Delays in delivery of Government furnished equipment, and;
- (12) Unusually severe weather.

In each instance, the failure to perform shall be beyond the control and without the fault or negligence of the Contractor, and the failure to perform furthermore:

- (1) Shall be one that the Contractor could not have reasonably anticipated and taken adequate measures to protect against;
- (2) Cannot be overcome by reasonable efforts to reschedule the work, and;
- (3) Directly and materially affects the date of final completion of the project.

F.5. DELIVERABLES

The Contractor shall deliver the following items under this contract in accordance with the delivery dates identified below. Bonds/Insurance, Safety Plan, Quality Assurance Plan, Construction Schedule, Submittal Schedule and Bios on Personnel shall be submitted prior to issuance by the Government of the Notice to Proceed.

[Note to Contracting Officer:

- ***For the deliverable for E.2, fill in either “weekly” or “monthly” in the blank***
- ***For the deliverable for I.1, change this to reflect frequency required***
- ***Contracting Officer may need to add other data in accordance with specifications]***

Description	Quantity	Delivery Date	Deliver To
H.1.2. Bonds/Insurance	1	10 days after award	Contracting Officer
H.11.1 Safety Plan	1	10 days after award	COR
E.2. Quality Assurance/Control Plan	1	10 days after award	COR
F.3 Construction Schedule	1	10 days after award	COR
H.14.1 Submittal Register	1	10 days after award	COR
H.1.2.3.Bios on Personnel	1	10 days after award	COR
E.2. Inspection Reports	1	7 days after end of _____ period being reported	COR
G.3. Payment Request	1	Last calendar day of each month	COR
I.1 Updates to Construction Schedule (52.236-15)	1	Last calendar day of each month	COR
E.3 Request for Final Acceptance	1	5 days before inspection	COR

SECTION G CONTRACT ADMINISTRATION DATA

G.1. MONITORING OF THE CONTRACTOR

G.1.1. 652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is the *[Note to Contracting Officer: Fill in COR by job title rather than by name, i.e., Facilities Maintenance Manager]*

G.1.2 Duties

The COR is responsible for inspection and acceptance of services. These duties include review of Contractor invoices, including the supporting documentation required by the contract. The COR may provide technical advice, substantive guidance, inspections, invoice approval, and other purposes as deemed necessary under the contract. The COR is designated as the authority to act for the Contracting Officer in matters concerning technical clarification, random inspection of Contractor performance to ensure compliance with contract specifications and acceptance of the Contractor's performance under this contract. The COR will coordinate all work with the Contractor during the term of this contract. The COR is not authorized to alter the contract's terms, or conditions, including the design to budget parameter. Such changes must be authorized by the Contracting Officer in a written modification to the contract. Reference to the project architect within documents incorporated into this contract shall be read to mean COR.

G.2 INVOICING INSTRUCTIONS FOR FURNISHING ANTI-RAM BARRIERS.

G.2.1 Number of Copies and Location. The Contractor shall submit invoice(s) to the designated billing official, in an original and three (3) copies at the following address (designated office only for purpose of submitting invoices):

[Note to Contracting Officer: Fill in address to which invoices should be sent. Should be c/o the FMO. FMO will log in receipt of invoices and forward them to the COR]

G.2.2 The Contractor shall submit a single invoice for furnishing of the anti-ram barriers. This invoice shall be submitted in accordance with FAR 52.233-25.

G.3 PAYMENT - CLAUSE APPLICABLE ONLY IF THE BARRIER INSTALLATION OPTION IS EXERCISED

G.3.1 General: The Contractor's attention is directed to Section I, 52.232-5, "Payments Under Fixed-Price Construction Contracts". The following subsections elaborate upon the information contained therein.

G.3.2 Detail of Payment Requests: Each application for payment shall be made no more frequently than monthly, unless otherwise provided herein, and shall cover the value of labor and materials completed and in place, including a prorated portion of overhead and profit.

G.3.3 Payments to Subcontractors: The Contractor shall make timely payment to his subcontractors and suppliers from the proceeds of the progress or final payment for which request is being made, in accordance with the Contractor's contractual arrangements with them.

G.3.4 Evaluation by the Contracting Officer: Following receipt of the Contractor's request for payment, and on the basis of an inspection of the work, the Contracting Officer will make a determination as to the amount which, in his/her opinion, is then due. In the event the Contracting Officer does not approve payment of the full amount applied for, less the retainage addressed in 52.232-5, the Contracting Officer shall advise the Contractor of the reasons for the reduction.

G.3.5 Additional Withholding: Independently of monies retained by the Government under 52.232-5, or otherwise as permitted to be retained under this contract, the Government may withhold from payments due the Contractor any amounts as may be considered necessary to cover

- (1) Wages or other amounts due the Contractor's employees on this project;
- (2) Wages or other amounts due employees of subcontractors on this project;
- (3) Amounts due suppliers of materials or equipment for this project; and
- (4) Any other amounts for which the Contractor may be held liable under this contract, including but not limited to the actual or prospective costs of correction of defective work and prospective liquidated damage when the Contractor has failed to make adequate progress.

G.3.6. Payment: In accordance with 52.232-27(a) the 14-day period identified in FAR 52.232-27(a)(1)(i)(A) is hereby changed to 30 days.

[Note to Contracting Officer: Insert the following clause if supplies/equipment are being imported and a Value Added Tax or duty will have to be paid on them.]

G.4 The Contractor shall identify Value Added Tax (VAT) as a separate line item in Attachment 5, Breakdown of Proposal Price. The Contractor shall also reflect VAT as a separate charge on invoices submitted.

SECTION H SPECIAL CONTRACT REQUIREMENTS

H.1 THROUGH H.18 ARE APPLICABLE ONLY IF INSTALLATION OPTION IS EXERCISED

H.1 BOND REQUIREMENTS

H.1.1 Bonds Required: The Contractor shall furnish (1) a performance and guaranty bond and a payment bond on forms provided by and from sureties acceptable to the Government, each in the amount of 20% of the contract price, or (2) comparable alternate performance security approved by the Government such as letter of credit shown in Section J.

H.1.2 Time for Submission: The Contractor shall provide the bonds required by paragraph H.1.1 above within ten (10) calendar days of contract award. Failure to timely submit (1) the required bonds or other security acceptable to the Government; (2) bonds from an acceptable surety; or (3) bonds in the required amount, may result in rescinding or termination of the contract by the Government. Should the contract be terminated, the Contractor shall be liable for those costs as described in FAR 52.249-10, "Default (Fixed-Price Construction), which is included in Section I of this contract.

H.1.3 Coverage: The bonds or alternate performance security shall guarantee the:

- (1) Contractor's execution and completion of the work within the contract time;
- (2) Correction of any defects after completion as required by this contract;
- (3) Payment of all wages and other amounts payable by the Contractor under its subcontracts or for labor and materials, and;
- (4) Satisfaction or removal of any liens or encumbrances placed on the work.

H.1.4 Duration of Coverage: The required performance and payment securities shall remain in effect in the full amount required until final acceptance of the project by the Government, at which time the penal sum of the performance security, only, shall be reduced to 10% of the contract price. The performance security shall remain in effect for one year after the date of final completion and acceptance, and the Contractor shall pay any premium required for the entire period of coverage. The requirement for payment security terminates at final acceptance.

H.1.5 52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)

The Contractor shall promptly furnish additional security required to protect the Government and persons supplying labor or materials under this contract if –

- (a) Any surety upon any bond, or issuing financial institution for other security, furnished with this contract becomes unacceptable to the Government;

(b) Any surety fails to furnish reports on its financial condition as required by the Government; or

(c) The contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Contracting Officer; or

(d) An irrevocable letter of credit (ILC) used as security will expire before the end of the period of required security. If the Contractor does not furnish an acceptable extension or replacement ILC, or other acceptable substitute, at least 30 days before an ILC's scheduled expiration, the Contracting Officer has the right to immediately draw on the ILC.

H.2 INSURANCE

H.2.1 Amount of Insurance: The Contractor's attention is directed to Section I, 52.228-5, "Insurance - Work on a Government Installation". As required by this clause, the Contractor is required to provide whatever insurance is legally necessary. The Contractor, shall, at its own expense, provide and maintain during the entire performance period the following insurance amounts:

[Note to Contracting Officer: Fill in amounts for each type of insurance listed below]

General Liability (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury)

(1) Bodily Injury, On or Off the Site, in US Dollars	
Per Occurrence	<i>[Note to Contracting Officer: Insert amounts in USD]</i>
Cumulative	<i>[Note to Contracting Officer: Insert amounts in USD]</i>
(2) Property Damage, On or Off the Site, in US Dollars	
Per Occurrence	<i>[Note to Contracting Officer: Insert amounts in USD]</i>
Cumulative	<i>[Note to Contracting Officer: Insert amounts in USD]</i>

The foregoing types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to any property of the Contractor, its officers, agents, servants, and employees, or any other person, arising from and incident to the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the Government from any and all claims arising therefrom, except in the instance of gross negligence on the part of the Government.

The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

H.2.2 Government as Additional Insured: The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State", as an additional insured with respect to operations performed under this contract.

H.2.3 Insurance-Related Disputes: Failure to agree to any adjustment contemplated under this contract regarding insurance shall be a dispute within the meaning of the clause in Section I, 52.233-1, Alternate I, "Disputes". However, nothing in this clause shall excuse the Contractor from proceeding with the work, including the repair and/or replacement as herein above provided.

H.2.4 Time for Submission of Evidence of Insurance: The Contractor shall provide evidence of the insurance required under this contract within ten (10) calendar days after contract award. Failure to timely submit this evidence, in a form acceptable to the Contracting Officer, may result in rescinding or termination of the contract by the Government.

H.3 DEFINITIONS

In addition to the definitions provided in Section I, FAR 52.202-1 and DOSAR 652.202-70, the following definitions shall apply when used in connection with this contract:

- (a) Contract Drawings or Drawings, where indicated by the context, means those drawings specifically listed in the executed construction contract or as later incorporated into the contract by contract modification or change order.
- (b) Day means a calendar day unless otherwise specifically indicated.
- (c) Host Country means the country in which the project is located
- (d) Material means all materials, fixtures and other articles incorporated in, or which are intended to remain with, the project.
- (e) Notice to Proceed (NTP) means a written notice to the Contractor from the Contracting Officer authorizing the Contractor to incur obligations and proceed with the work under the contract as of a date set forth in the Notice.

(f) Other Submittals includes progress schedules, setting drawings, testing and inspection reports, and other information required by the contract to be submitted by the Contractor for information or approval by the Government.

(g) Project Data includes standard drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract.

(h) Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the work will be judged.

(i) Schedule of Defects means the list of items, prepared in connection with substantial completion of the work or early occupancy or utilization of a portion thereof, which the Contracting Officer has designated as remaining to be performed, completed or corrected before the work will be accepted by the Government.

(j) Separate Contractor means a contractor, other than the Contractor or any of its subcontractors, to whom the Government has awarded a contract for construction of a portion of the project.

(k) Work means any and all permanent construction that is intended to be incorporated into the finished project and required to be performed or otherwise provided by the Contractor under this contract, unless otherwise indicated by the context.

H.4 OWNERSHIP AND USE OF DOCUMENTS

H.4.1 Ownership and Use of Drawings, Specifications and Models

(a) Ownership. All specifications, drawings, and copies thereof, and models, are the property of the Government.

(b) Use and Return. Unless otherwise provided in the contract, the documents described in (a) above are not to be used by other than the Contractor on other work and, with the exception of the signed contractor set, additional copies thereof provided to or made by the Contractor are to be returned or suitably accounted for by the Contractor upon final completion of the work.

H.4.2 Supplemental Documents: The Contracting Officer shall furnish from time to time such detailed drawings and other information as is considered necessary, in the opinion of the Contracting Officer, to interpret, clarify, supplement, or correct inconsistencies, errors or omissions in the Contract documents, or to describe minor changes in the work not involving an increase in the contract price or extension of the contract time. The Contractor shall comply with the requirements of the supplemental documents. Unless prompt objection is made by the Contractor within 20 days, issuance of the aforementioned documents shall not provide for any claim for an increase in the Contract price or an extension of contract time.

H.4.3 Record Documents: The Contractor shall maintain at the project site a current marked set of Contract drawings and specifications indicating all interpretations and clarification, contract modifications, change orders, or any other departure from the contract requirements approved by the Contracting Officer, and a complete set of record shop drawings, product data, samples and other submittals as approved by the Contracting Officer.

H.4.4 "As-Built" Documents: After final completion of the work, but before final acceptance thereof, the Contractor shall provide complete sets of "as-built" drawings, based upon the record set of drawings, marked to show the details of construction as actually accomplished, and record shop drawings and other submittals, in the number and form as required by the specifications.

H.5 GOVERNING LAW

The contract and its interpretation shall be governed by the laws of the United States.

H.6 LANGUAGE PROFICIENCY

The manager assigned by the Contractor to superintend the work on-site, as required by Section I, 52.236-6, "Superintendence by the Contractor", shall be fluent in written and spoken English.

H.7 LAWS AND REGULATIONS

H.7.1 Compliance Required: The Contractor shall, without additional expense to the Government, be responsible for complying with all laws, codes, ordinances, and regulations applicable to the performance of the work, including those of the host country, and with the lawful orders of any governmental authority having jurisdiction. Host country authorities may not enter the construction site without the permission of the Contracting Officer. Unless otherwise directed by the Contracting Officer, the Contractor shall comply with the more stringent of the requirements of such laws, regulations and orders and of the contract. In the event of a conflict among the contract and such laws, regulations and orders, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.

H.7.2 Labor, Health and Safety Laws and Customs: The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract.

H.7.3 Subcontractors: The Contractor shall give written assurance to the Contracting Officer that all subcontractors and others performing work on or for the project have obtained all requisite licenses and permits.

H.7.4 Evidence of Compliance: The Contractor shall submit at such times as directed by the Contracting Officer, proper documentation and evidence satisfactory to the Contracting Officer of compliance with this clause.

H.8 RESPONSIBILITY OF CONTRACTOR

H.8.1 Damage to Persons or Property: The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others.

H.8.2 Responsibility for Work Performed: The Contractor shall be responsible for all materials delivered and work performed until final completion and acceptance of the entire work, except for any completed unit of work which may have been accepted in writing under the contract.

H.9 CONSTRUCTION OPERATIONS

H.9.1 Operations and Storage Areas

(a) Confinement to Authorized Areas. The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer.

(b) Vehicular Access. The Contractor shall, and in accordance with any regulations prescribed by the Contracting Officer, use only established site entrances and roadways.

H.9.2 Use of Premises

(a) Occupied Premises. If the premises are occupied, the Contractor, its subcontractors, and their employees shall comply with the regulations promulgated by the Government governing access to, operation of, and conduct while in or on the premises and shall perform the work required under this contract in such a manner as not to unreasonably interrupt or interfere with the conduct of Government business.

(b) Requests from Occupants. Any request received by the Contractor from occupants of existing buildings to change the sequence of work shall be referred to the Contracting Officer for determination.

(c) Access Limited. The Contractor, its subcontractors and their employees shall not have access to or be admitted into any building or portion of the site outside the areas designated in this contract except with the permission of the Contracting Officer.

H.10 TEMPORARY FACILITIES AND SERVICES

Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor, the cost of which is included in the contract price. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

H.11 SAFETY

652.236-70 ACCIDENT PREVENTION (APR 1999)

- (a) General. The Contractor shall provide and maintain work environments and procedures which will (1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities; (2) avoid interruptions of Government operations and delays in project completion dates; and (3) control costs in the performance of this contract. For these purposes, the Contractor shall—
 - (1) Provide appropriate safety barricades, signs and signal lights;
 - (2) Comply with the standards issued by any local government authority having jurisdiction over occupational health and safety issues;
 - (3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for this purpose are taken.
 - (4) Since personnel shall be in trench, which should be approx. 1.5 M deep, it is necessary that the excavation, and adjacent areas, be inspected by a “competent person”. A “competent person” is one who is familiar with this type of work, can identify trenching hazards, and has authority to stop work in the event hazardous conditions develop. He or she shall inspect it daily, after any rainy storm, other source of water entering trench, or other energy source (such as vibration, presence of utility lines) which might weaken the side walls of the trench or otherwise hazard the employees in the trench. If there is evidence that the excavation presents a hazard to workers, remove the workers immediately.
 - (5) When excavation is under 1.5 meters, and the “competent person” judges that there is no potential for cave-in shoring may be removed. ***[Note to Contracting Officer: If soil consists of sand, then additional precautions and shoring is necessary and contact Post Occupational Safety & Health Officer (POSHO.)]***
- (b) Records. The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft or loss of property, materials, supplies,

or equipment. The Contractor shall report this data in the manner prescribed by the Contracting Officer.

- (c) Subcontracts. The Contractor shall be responsible for its subcontractors' compliance with this clause.
- (d) Written Program. Before commencing the work, the Contractor shall—
 - (1) Submit a written proposal for implementing this clause; and
 - (2) Meet with the Contracting Officer to discuss and develop a mutual understanding relative to administration of the overall safety program.
- (e) The Contracting Officer shall notify the Contractor of any non-compliance with these requirements and the corrective actions required. This notice, when delivered to the Contractor or the Contractor's representative at site, shall be deemed sufficient notice of the non-compliance and corrective action required. After receiving the notice, the Contractor shall immediately take correction action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order suspending all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any suspension of work issued under this clause.

H.12 SUBCONTRACTORS AND SUPPLIERS

H.12.1 Claims and Encumbrances: The Contractor shall satisfy as due all lawful claims of any persons or entities employed by the Contractor, including subcontractors, material men and laborers, for all labor performed and materials furnished under this contract, including the applicable warranty or correction period, unless the Government shall be directly liable therefor by contract. The Contractor shall not at any time permit any lien, attachment, or other encumbrance to be entered against or to remain on the building(s), or the premises, whether public or private, or any portion thereof, as a result of nonperformance of any part of this contract.

H.12.2 Approval of Subcontractors

- (a) Review and Consent. The Government reserves the right to review proposed subcontractors for a period of five (5) calendar days before providing notice of consent or rejection of any or all subcontractors.
- (b) Rejection of Subcontractors. The Government reserves the right to reject any or all subcontractors proposed if their participation in the project, as determined by the Contracting Officer, may cause damage to the national security interests of the United States. The Contractor agrees to promptly replace any subcontractor rejected by the Government under this clause.

H.13 CONSTRUCTION PERSONNEL

H.13.1 Removal of Personnel: The Contractor shall maintain discipline at the site and at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst those employed at the site and for the preservation of peace and protection of persons and property in the neighborhood of the project against the same. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee that the Contracting Officer deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the project is deemed by the Contracting Officer to be contrary to the Government's interests.

H.13.2 Construction Personnel Security: After award of the contract, the Contractor has ten calendar days to submit to the Contracting Officer a list of workers and supervisors assigned to this project for the Government to conduct all necessary security checks. It is anticipated that security checks will take [*Note to Contracting Officer: Fill in number of days*] days to perform. For each individual the list shall include:

- Full Name
- Place and Date of Birth
- Current Address
- Identification Number

[Note to Contracting Officer: Add other info needed here]

Failure to provide any of the above information may be considered grounds for rejections and/or resubmittal of the application. Once the Government has completed the security screening and approved the applicants a badge will be provided to the individual for access to the site. This badge may be revoked at any time due to the falsification of data, or misconduct on site.

H.14 MATERIALS AND EQUIPMENT

H.14.1 Selection and Approval of Materials

(a) Standard of Quality. All materials and equipment incorporated into the work shall be new and for the purpose intended, unless otherwise specified, and all workmanship shall be of good quality and performed in a skillful manner as determined by the Contracting Officer.

(b) Selection by Contractor. Where the contract permits the Contractor to select products, materials or equipment to be incorporated in the work, or where specific approval is otherwise required by the contract, the Contractor shall furnish to the Contracting Officer, for approval, the names of the manufacturer, model number, and source of procurement of each such product, material or equipment, together with other pertinent information concerning the nature, appearance, dimensions, performance, capacity, and rating thereof, unless otherwise required by the Contracting Officer. Such information shall be provided in a sufficiently timely manner to permit evaluation by the

Government against the requirements of the contract. In order to ensure a timely review the Contractor shall provide a submittal register ten days after contract award showing when shop drawings, samples, or submittals shall be made. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Installation or use of any products, materials or equipment without the required approval shall be at the risk of subsequent rejection.

H.14.2 Custody of Materials: The Contractor shall be responsible for the custody of all materials received for incorporation into the project, including Government furnished materials, upon delivery to the Contractor or to any person for whom it is responsible, including subcontractors. The Contractor shall deliver all such items to the site as soon as practicable. If required by the Contracting Officer, the Contractor shall clearly mark in a manner directed by the Contracting Officer all items of which the Contractor has custody but which have not been delivered or secured at the site, clearly indicating the use of such items for this U.S. Government project.

H.14.3 Basis of Contract Price: The contract price is based on the use of the materials, products and equipment specified in the contract, except for substitutions or "Or-Equal" items proposed by the Contractor which have been specifically approved by the Government at the time of execution of the contract. Any substitution approved by the Government after execution of the contract shall be subject to an appropriate adjustment of the contract price.

H.14.4 Substitutions

(a) Prior Approval Required. Before substitutions (1) proposed by the Contractor but not yet approved at the time of execution of the contract, or (2) proposed by the Contractor after execution of the contract may be used in the project, the Contractor shall receive approval in writing from the Contracting Officer. Any substitution request shall be accompanied by sufficient information to permit evaluation by the Government, including but not limited to the reasons for the proposed substitution and data concerning the design, appearance, performance, composition, and relative cost of the proposed substitute. Requests for substitutions shall be made in a timely manner to permit adequate evaluation by the Government. If, in the Contracting Officer's opinion, the use of such substitute items is not in the best interests of the Government, the Contractor shall obtain the items originally specified with no adjustment in the contract price or completion date.

(b) Approval through Shop Drawings. The Contractor may propose substitutions of materials in the submittal of shop drawings, provided such substitution is specifically requested in writing in the transmittal of the shop drawings to the Contracting Officer. Such substitution requests shall be made in a timely manner and supported by the required information.

(b) Final Approval on Delivery. Acceptance or approval of proposed substitutions under the contract are conditioned upon approval of items delivered at the

site or approval by sample. Approval by sample shall not limit the Government's right to reject material after delivery to the site if the material does not conform to the approved sample in all material respects.

H.14.5 "Or-Equal Clause": References in the Specifications/Statement of Work to materials, products or equipment by trade name, make, or catalog number, or to specific processes, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may propose for approval or rejection by the Contracting Officer the substitution of any material, product, equipment or process that the Contractor believes to be equal to or better than that named in the Specifications/Statement of Work, unless otherwise specifically provided in this contract.

H.14.6 Use and Testing of Samples

(a) Use. Approved samples not destroyed in testing will be sent to the Contracting Officer. Those which are in good condition will be marked for identification and may be used in the work. Materials and equipment incorporated in the work shall match the approved samples within any specified tolerances. Other samples not destroyed in testing or not approved will be returned to the Contractor at its expense if so requested.

(b) Failure of Samples. Failure of any material to pass the specified tests will be sufficient cause for refusal to consider, under this contract, any further samples of the same brand or make of that material or equipment which previously has proved unsatisfactory in service.

(c) Taking and testing of samples. Samples of various materials or equipment delivered on the site or in place may be taken by the Contracting Officer for additional testing by the Government outside of those required by the Contract documents. Samples failing to meet contract requirements will automatically void previous approvals of the items tested. The Contractor shall replace such materials or equipment found not to have met contract requirements, unless the Contracting Officer determines it to be in the Government's interest to accept the non conforming materials or equipment with an appropriate adjustment of the Contract price as determined by the Contracting Officer.

(d) Cost of additional testing by the Government. Unless otherwise specified, when additional tests are made, only one test of each sample proposed for use will be made at the expense of the Government. Samples which do not meet contract required will be rejected. Further testing of additional samples, if required, will be made at the expense of the Contractor.

H.15 SPECIAL WARRANTIES

H.15.1 Special Warranty Obligations: Any special warranties that may be required under the contract shall be subject to the stipulations set forth in Section I, 52.246-21, "Warranty of Construction", insofar as they do not conflict with the provisions of such special warranties.

H.15.2 Warranty Information: The Contractor shall obtain and furnish to the Government all information which is required in order to make any subcontractor's, manufacturer's, or supplier's guarantee or warranty legally binding and effective, and shall submit both the information and the guarantee or warranty to the Government in sufficient time to permit the Government to meet any time limit requirements specified in the guarantee or warranty, but not later than completion and acceptance of all work under this contract.

H.16 EQUITABLE ADJUSTMENTS

H.16.1 Basis for Equitable Adjustments: Any circumstance for which the contract provides an equitable adjustment, that causes a change within the meaning of paragraph (a) of the "Changes" clause shall be treated as a change under that clause; provided, that the Contractor gives the Contracting Officer prompt written notice within a limit of 20 days stating (a) the date, circumstances, and applicable contract clause authorizing an equitable adjustment and (b) that the Contractor regards the event as a changed condition for which an equitable adjustment is allowed under the contract.

H.16.2 Differing Site Condition Notice: The Contractor shall provide written notice of a differing site condition within 10 calendar days of occurrence in accordance with additional information provided in FAR 52.236-4, Differing Site Condition.

H.16.3 Documentation of Proposals for Equitable Adjustments

(a) Itemization of Proposals and Requests. Any request for equitable adjustment in the contract price, including any change proposal submitted in accordance with the "Changes" clause, shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract price in at least the detail required by the Contracting Officer, and shall include all costs and delays related to or arising out of the change or event giving rise to the proposed adjustment, including any delay damages and additional overhead costs.

(b) Proposed Time Adjustments. The Contractor shall submit with any request for an equitable adjustment or change proposal a proposed time extension (if applicable), and shall include sufficient information to demonstrate whether and to what extent the change will delay the contract in its entirety.

(c) Release by Contractor. The price and time adjustment made in any contract modification issued as a result of a change proposal or request for an equitable adjustment shall be considered to account for all items affected by the change or other circumstances giving rise to an equitable adjustment. Upon the issuance of such contract modification, the Government shall be released from any and all liability under this contract for further equitable adjustments attributable to the facts and circumstances giving rise to the change proposal or request for equitable adjustment.

H.17 NONCOMPLIANCE WITH CONTRACT REQUIREMENTS

In the event the Contractor, after receiving written notice from the Contracting Officer of noncompliance with any requirement of this contract, fails to initiate promptly such action as may be appropriate to comply with the specified requirement within a reasonable period of time, the Contracting Officer shall have the right to order the Contractor to stop any or all work under the contract until the Contractor has complied or has initiated such action as may be appropriate to comply within a reasonable period of time. The Contractor will not be entitled to any extension of contract time or payment for any costs incurred as a result of being ordered to stop work for such a cause. See FAR 52.252-14, Suspension of Work in Section I.

H.18 ZONING APPROVALS AND BUILDING PERMITS

The Government shall be responsible for obtaining proper zoning or other land use control approval for the project, for obtaining the approval of the Contracting Drawings and Specifications, for paying fees due for the foregoing, and for obtaining and paying for the initial building permits.

H.19 ASSIGNMENT

The Contractor shall not assign the contract or any part thereof without the written consent of the Contracting Officer, nor shall the Contractor assign any moneys or other benefits due or to become due to him hereunder, without the previous written consent of the Contracting Officer.

SECTION I CONTRACT CLAUSES

I.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://www.acquisition.gov/far/> or <http://farsite.hill.af.mil/vffara.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <http://www.statebuy.state.gov/> to see the links to the FAR. You may also use an internet “search engine” (for example Google, Yahoo, Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clauses are incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.202-1	DEFINITIONS (NOV 2013)
52.203-3	GRATUITIES (APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES (APR 1984)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)
52.203-7	ANTI-KICKBACK PROCEDURES (OCT 2010)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)

52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS (APR 2010)
[Note to Contracting Officer: Delete clause 52.203-13 if estimated requirement is under \$5,000,000]

52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON
 POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)

52.204-7 SYSTEM FOR AWARD MANAGEMENT (JULY 2013)

[Note to Contracting Officer: If contractor personnel will be on USG property add 52.204-9]

52.204-9 PERSONAL VERIFICATION OF CONTRACTOR PERSONNEL
 (JAN 2011)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN
 SUBCONTRACTING WITH CONTRACTORS DEBARRED,
 SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 2013)

52.204-7 CENTRAL CONTRACTOR REGISTRATION (APR 2008)

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER
 SUBCONTRACT AWARDS (JULY 2013)

52.204-12 DATA UNIVERSAL NUMBERING SYSTEM NUMBER
 MAINTENANCE (DEC 2012)

52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE
 (JULY 2013)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN
 SUBCONTRACTING WITH CONTRACTORS DEBARRED,
 SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 2013)

52.209-9 UPDATES OF INFORMATION REGARDING RESPONSIBILITY
 MATTERS (JULY 2013)

[Note to Contracting Officer: Add 52.210-1 if estimated contract is over \$5,000,000]

52.210-1 MARKET RESEARCH (APR 2011)

52.215-2 AUDIT AND RECORDS - NEGOTIATION (OCT 2010)

52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT
 (OCT 1997)

52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR
 PRICING DATA – MODIFICATIONS (AUG 2011)

52.215-13	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA – MODIFICATIONS (OCT 2010)
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA-MODIFICATIONS (OCT 2010)
52.216-7	ALLOWABLE COST AND PAYMENT (JUNE 2013)
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 1999) **
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
52.222-19	CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES (NOV 2013)
52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999) **
52.222-26	EQUAL OPPORTUNITY (FEB 1999)**
52.222-29	NOTIFICATION OF VISA DENIAL (FEB 1999)**
52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1998) **
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)**
52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1999) **
<i>[Note to Contracting Officer: Use 52.222-50 Alt I if local law identifies off limit establishments]</i>	
52.222-50	COMBATING TRAFFIKING IN PERSONS (FEB 2009)
52.223-6	DRUG FREE WORKPLACE (JAN 1997) **
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)

52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND
TRANSLATION OF CONTRACT (FEB 2000)

*[Note to Contracting Officer: See instructions on DBA to determine whether to include
52.228-3]*

52.228-3 WORKERS' COMPENSATION INSURANCE (DBA)(APR 1984)***

52.228-4 WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE
OVERSEAS (APR 1984)*

52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION
(JAN 1997)*

52.228-11 PLEDGES OF ASSETS (FEB 1992)*

52.228-13 ALTERNATIVE PAYMENT PROTECTION (JUL 2000)*

52.228-14 IRREVOCABLE LETTER OF CREDIT (DEC 1999)*

52.229-6 TAXES - FOREIGN FIXED-PRICE CONTRACTS (FEB 2013)

52.229-7 TAXES- FIXED PRICE CONTRACTS WITH FOREIGN
GOVERNMENTS (FEB 2013)

52.232-1 PAYMENTS (MAY 2001)

52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS
(SEP 2002)*

52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)

52.232-11 EXTRAS (APR 1984) ***

52.232-17 INTEREST (OCT 2010)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

52.232-22 LIMITATIONS OF FUNDS (JUNE 2013)

52.232-24 PROHIBITION OF ASSIGNMENT OF CLAIMS (JAN 1986)

52.232-25 PROMPT PAYMENT (JULY 2013)

52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS
(JULY 2013)*

52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT (JULY 2013)
52.232-34	PAYMENT BY EFT – OTHER THAN SAM (JULY 2013)
52.233-1	DISPUTES (JULY 2002) ALTERNATE I (DEC 1991)
52.233-3	PROTEST AFTER AWARD (AUG 1996)
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
52.236-2	DIFFERING SITE CONDITIONS (APR 1984)*
52.236-3	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)*
52.236-5	MATERIAL AND WORKMANSHIP (APR 1984)*
52.236-6	SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)*
52.236-7	PERMITS AND RESPONSIBILITIES (NOV 1991)*
52.236-8	OTHER CONTRACTS (APR 1984)*
52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)*
52.236-10	OPERATIONS AND STORAGE AREAS (APR 1984)*
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)*
52.236-12	CLEANING UP (APR 1984)*
52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)*
52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)*
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)*
52.236-26	PRECONSTRUCTION CONFERENCE (FEB 1995)
52.242-13	BANKRUPTCY (JUL 1995)

52.243-1	CHANGES – FIXED PRICE (AUG 1987) ***
52.243-4	CHANGES (JUNE 2007)*
52.243-5	CHANGES AND CHANGED CONDITIONS (APR 1984)*
52.245-1	GOVERNMENT PROPERTY (APR 2012)
52.245-2	GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (APR 2012)
52.245-9	USE AND CHARGES (APR 2012)
52.246-17	WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (JUNE 2003)
52.246-19	WARRANTY OF SYSTEM AND EQUIPMENT UNDER PERFORMANCE SPECIFICATIONS OR DESIGN CRITERIA (DEC 1989)
52.246-21	WARRANTY OF CONSTRUCTION (MAR 1994)*
52.246-23	LIMITATION OF LIABILITY (FEB 1997)***
52.246-25	LIMITATION OF LIABILITY – SERVICES (FEB 1997)*
52.247-63	PREFERENCE FOR U.S.- FLAG CARRIERS (JUN 2003)
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S. - FLAG COMMERCIAL VESSELS (APR 2003)
52.248-1	VALUE ENGINEERING (FEB 2000)
52.248-3	VALUE ENGINEERING - CONSTRUCTION (OCT 2010)*
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004) ALTERNATE I (SEP 1996)
52.249-8	DEFAULT (FIXED PRICE SUPPLY AND SERVICE) (APR 1984)
52.249-10	DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)*
52.250-2	SAFETY ACT COVERAGE NOT APPLICABLE (FEB 2009)

[Note to Contracting Officer: Delete clause 52.203-13 if the estimated requirement is under \$5,000,000]

52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS (APR 2010)

52.244-6 SUBCONTRACT FOR COMMERCIAL ITEMS (APR 2010)

[Note to Contracting Officer: Include 52.225-19 Contractor Personnel in a Designed Operational Area or Supporting a Diplomatic Mission Outside the United States (MAR 2008) in accordance with FAR 25.3 of location is danger zone]

[*Note to Contracting Officer: Only applicable if installation option is exercised]

[** Note to Contracting Officer: Only applicable to US firms so can be deleted if soliciting solely for local installation]

[Note to Contracting Officer: Only applicable for supplies, so delete if soliciting solely for installation]***

I.2 FAR FULL TEXT CLAUSES

[Note to Contracting Officer: Add in full text if a US small business could be potential offeror or subcontractor or if the government estimate for the solicitation will meet the WTO acquisition threshold of \$202,000]

52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS CONTRACTORS (DEVIATION) (AUG 2012)

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

- (a) Upon receipt of accelerated payments from the Government, the Contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.
- (b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.
- (c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

52.209-1 QUALIFICATION REQUIREMENTS (FEB 1995)

(a) Definition. "Qualification requirement," as used in this clause, means a Government requirement for testing or other quality assurance demonstration that shall be completed before award.

(b) One or more qualification requirements apply to the supplies or services covered by this contract. For those supplies or services requiring qualification, whether the covered product or service is an end item under this contract or simply a component of an end item, the product, manufacturer, or source shall have demonstrated that it meets the standards prescribed for qualification before award of this contract. The product, manufacturer, or source must be qualified at the time of award whether or not the name of the product, manufacturer, or source is actually included on a qualified products list, qualified manufacturers list, or qualified bidders list. Offerors should contact the agency activity designated below to obtain all requirements that they or their products or services, or their subcontractors or their products or services, must satisfy to become qualified and to arrange for an opportunity to demonstrate their abilities to meet the standards specified for qualification.

(Name) _____

(Address) _____

(c) If an offeror, manufacturer, source, product or service covered by a qualification requirement has already met the standards specified, the relevant information noted below should be provided.

Offeror's Name _____

Manufacturer's Name _____

Source's Name _____

Item Name _____

Service Identification _____

Test Number _____ (to the extent known)

(d) Even though a product or service subject to a qualification requirement is not itself an end item under this contract, the product, manufacturer, or source must nevertheless be qualified at the time of award of this contract. This is necessary whether the Contractor or a subcontractor will ultimately provide the product or service in question. If, after award, the Contracting Officer discovers that an applicable qualification requirement was not in fact met at the time of award, the Contracting Officer may either terminate this contract for default or allow performance to

continue if adequate consideration is offered and the action is determined to be otherwise in the Government's best interests.

(e) If an offeror, manufacturer, source, product or service has met the qualification requirement but is not yet on a qualified products list, qualified manufacturers list, or qualified bidders list, the offeror must submit evidence of qualification prior to award of this contract. Unless determined to be in the Government's interest, award of this contract shall not be delayed to permit an offeror to submit evidence of qualification.

(f) Any change in location or ownership of the plant where a previously qualified product or service was manufactured or performed requires reevaluation of the qualification. Similarly, any change in location or ownership of a previously qualified manufacturer or source requires reevaluation of the qualification. The reevaluation must be accomplished before the date of award.

52.217-7 OPTION FOR INCREASED QUANTITY – SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require performance of the contract line item, identified in the Schedule (Section B) as an option item, at the price stated in the Schedule. If the option is to be exercised, the Contracting Officer will exercise the option item at time of contract award.

52.228-15 PERFORMANCE AND PAYMENT BONDS - CONSTRUCTION (OCT 2010)

*only applicable if the installation option is exercised

(a) As used in this clause-Contract-
“Original contract price” means the award price of the contract; or, for requirements contracts, the price payable for the estimated quantity; or, for indefinite-delivery type contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) Amount of required bonds. Unless the resulting contract price is \$150,000 or less, the successful offeror shall be required to furnish performance and payment bonds to the Contracting Officer as follows:

- (1) Performance Bonds (Standard Form 25). The penal amount of performance bonds at the time of contract award shall be 20 percent of the original contract price.
- (2) Payment Bonds (Standard Form 25A) The penal amount of payment bonds shall be 20 percent of the original contract price.
- (3) Additional bond protection. (i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 20% of the increased in contract price.
(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) Furnishing executed bonds. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, in any event, before starting work.

(d) *Surety or other security for bonds.* The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or may be obtained from the U.S. Department of the Treasury, Bureau of the Fiscal Service, Surety Bond Branch, 3700 East West Highway, Room 6F01, Hyattsville, MD 20782, Telephone (202) 874-6850 or Fax (202) 874-9978. Or via the internet at: <http://www.fms.treas.gov/c570/c570.html>

(e) Notice of subcontractor waiver of protection (40 U.S.C. 3133(c)). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has furnished labor or material for use in the performance of the contract.

I.3 DOSAR FULL TEXT CLAUSES

[Note to Contracting Officer: Insert the clause at 652.204-70, Department of State Personal Identification Card Issuance Procedures, in solicitations and contracts that require contractor employees to perform on-site at a DOS location and/or that require contractor employees to have access to DOS information systems.]

652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD ISSUANCE PROCEDURES (MAY 2011)

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Issuance Procedures may be accessed at: <http://www.state.gov/m/ds/rls/rpt/c21664.htm> .

(End of clause)

CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. “John Smith, Office of Human Resources, ACME Corporation Support Contractor”);
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979, AS AMENDED (AUG 1999)

(a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:

- (1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;
- (2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;
- (3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;
- (4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;
- (5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,
- (6) Paying, honoring, confirming, or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel.

(b) Under Section 8(a), the following types of activities are not forbidden "compliance with the boycott," and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a)(1)-(6) above:

- (1) Complying or agreeing to comply with requirements:
 - (i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,
 - (ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;
- (2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;
- (3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;
- (4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;
- (5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,
- (6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

[Note to Contracting Officer: Include the following clause if:

- (a) installation will be part of the contract, and*
- (b) any Americans will be working under this contract, or*
- (c) any other labor will be working under this contract not covered by host country comp laws:*

[Note to Contracting Officer: See instructions on whether to add DOSAR 652.228-71 WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)--SERVICES (JUN 2006)]. If this clause is included mark paragraphs b, c, d, e, and f as "RESERVED".

652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)

Regulations at 22 CFR Part 136 require that U.S. Government employees and their families do not profit personally from sales or other transactions with persons who are not themselves entitled to exemption from import restrictions, duties, or taxes. Should the Contractor experience importation or tax privileges in a foreign country because of its contractual relationship to the United States Government, the Contractor shall observe the requirements of 22 CFR Part 136 and all policies, rules, and procedures issued by the chief of mission in that foreign country.

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

- (a) The Contractor warrants the following:
 - (1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
 - (2) That it has obtained all necessary licenses and permits required to perform this contract; and,
 - (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.
- (b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

652.243-70 NOTICES (AUG 1999)

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the contract. All modifications to the contract must be made in writing by the Contracting Officer.

[Note to Contracting Officer: Add below if you anticipate US firms submitting proposals]

652.229-70 EXCISE TAX EXEMPTION STATEMENT FOR CONTRACTORS WITHIN THE UNITED STATES (JULY 1988)

This is to certify that the item(s) covered by this contract is/are for export solely for the use of the U.S. Foreign Service Post identified in the contract schedule.

The Contractor shall use a photocopy of this contract as evidence of intent to export. Final proof of exportation may be obtained from the agent handling the shipment. Such proof shall be accepted in lieu of payment of excise tax.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J LIST OF ATTACHMENTS

Attachment Number	Description of Attachment	Number of Pages
Attachment 1	Standard Form 25, "Performance and Guaranty Bond"	2
Attachment 2	Standard Form 25A, "Payment Bond"	1
Attachment 3	Sample Bank Letter of Guaranty	1
Attachment 4	Breakdown of Proposal Price by Divisions of Specifications (for installation option only)	1
Attachment 5	Drawings <i>[Note to Contracting Officer: Attach drawings showing location and placement of barriers as approved by M/OBO/CFSM/SM]</i>	1

[Note to Contracting Officer: Attachments #1 and #2 are Standard Forms found in the FAR. You can either download them off the internet, or copy them from Part 53 of the FAR.]

ATTACHMENT #3

SAMPLE LETTER OF BANK GUARANTY

Place []

Date []

Contracting Officer
U.S. Embassy, [Post name]
[Mailing Address]

Letter of Guaranty No. _____

SUBJECT: Performance and Guaranty

The Undersigned, acting as the duly authorized representative of the bank, declares that the bank hereby guarantees to make payment to the Contracting Officer by check made payable to the Treasurer of the United States, immediately upon notice, after receipt of a simple written request from the Contracting Officer, immediately and entirely without any need for the Contracting Officer to protest or take any legal action or obtain the prior consent of the Contractor to show any other proof, action, or decision by an other authority, up to the sum of ***[Amount equal to 20% of the contract price in U.S. dollars during the period ending with the date of final acceptance and 10% of the contract price during contract guaranty period]***, which represents the deposit required of the Contractor to guarantee fulfillment of his obligations for the satisfactory, complete, and timely performance of the said contract ***[contract number]*** for ***[description of work]*** at ***[location of work]*** in strict compliance with the terms, conditions and specifications of said contract, entered into between the Government and ***[name of contractor]*** of ***[address of contractor]*** on ***[contract date]***, plus legal charges of 10% per annum on the amount called due, calculated on the sixth day following receipt of the Contracting Officer's written request until the date of payment.

The undersigned agrees and consents that said contract may be modified by Change Order or Supplemental Agreement affecting the validity of the guaranty provided, however, that the amount of this guaranty shall remain unchanged.

The undersigned agrees and consents that the Contracting Officer may make repeated partial demands on the guaranty up to the total amount of this guaranty, and the bank will promptly honor each individual demand.

This letter of guaranty shall remain in effect until 3 months after completion of the guaranty period of Contract requirement.

Depository Institution: [Name]

Address:

Location: _____

Representative(s): _____ State of Inc.: _____

Corporate Seal:

Certificate of Authority is attached evidencing authority of the signer to bind the bank to this document.

[Note to Contracting Officer: This Attachment applies only to the installation option.]

[Note to Contracting Officer: To use or edit the spreadsheet below – 1) Right-click anywhere within the spreadsheet. 2) Select “Worksheet Object”, then click “Edit”. 3) In “Edit”, you can insert quantities, prices, etc. using the sample, or edit it to meet Post’s needs.]

Attachment 4					
United States Department of State					
Breakdown of Price by Divisions of Specifications					
Division/Description	Labor	Materials	Overhead	Profit	Total
1. General Requirements					
2. Site Work					
3. Concrete					
4. Masonry					
5. Metals					
6. Wood and Plastic					
7. Thermal and Moisture					
8. Doors and Windows					
9. Finishes					
10. Specialities					
11. Equipment					
12. Furnishings					
13. Special Construction					
14. Conveying Systems					
15. Mechanical					
16. Electrical					
Grand Total <i>[Note to Contracting Officer: Contracting Officer must identify currency]</i>					
Allowance Items					
Proposal Price					
Alternates (list separately, do not total)					
Offeror Signature:					Date:

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

K.1 52.203-02 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

- (a) The offeror certifies that:
- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to - (i) Those prices; (ii) The intention to submit an offer; or (iii) The methods or factors used to calculate the prices offered;
 - (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
 - (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory -
- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraph (a)(1) through (a)(3) above; or
 - (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above ***[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization]***; and
 - (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
 - (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.2 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)

(a) Definitions. As used in this provision – “Lobbying contact” has the meaning provided at 2 USC 1602(8). The terms “agency”, “influencing or attempting to influence”, “officer or employee of an agency”, “person”, “reasonable compensation”, and “regularly employed” are defined in the FAR clause of this solicitation entitled Limitation on Payments to Influence Certain Federal Transactions (52.203-12).

(b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled “Limitation on Payments to Influence Certain Federal Transactions” (52.203-12) are hereby incorporated by reference in this provision.

(c) Certification. The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress on its behalf in connection with the awarding of this contract.

(d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contract on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its officer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 USC 1352. Any persons who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$150,000, for each failure.

K.3 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common parent", as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)", as used in this provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision in order to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325 (d), reporting requirements of 26 USC 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting

requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 USC 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

TIN: _____

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of Organization.

___ Sole Proprietorship;

___ Partnership:

___ Corporate Entity (not tax exempt);

___ Corporate Entity (tax exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other _____

(f) Common Parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

___ Name and TIN of common parent;

Name _____

TIN _____

K.4 RESERVED

K. 5 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JULY 2013)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **236220 (for installation)** or **561621(for barrier procurement only).**

(2) The small business size standard is **\$33.5 Million USD (for installation)** or **\$19.0 Million USD (for barrier procurement only)**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at [52.204-7](#), System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at [52.204-7](#) is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) [52.203-2](#), Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in [Part 13](#);

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) [52.203-11](#), Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) [52.204-3](#), Taxpayer Identification. This provision applies to solicitations that do not include the provision at [52.204-7](#), System for Award Management.

(iv) [52.204-5](#), Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) [52.209-2](#), Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

(vi) [52.209-5](#), Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) [52.214-14](#), Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) [52.215-6](#), Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) [52.219-1](#), Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) [52.219-2](#), Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) [52.222-22](#), Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at [52.222-26](#), Equal Opportunity.

(xii) [52.222-25](#), Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at [52.222-26](#), Equal Opportunity.

(xiii) [52.222-38](#), Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) [52.223-1](#), Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at [52.223-2](#), Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) [52.223-4](#), Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

(xvi) [52.225-2](#), Buy American Act Certificate. This provision applies to solicitations containing the clause at [52.225-1](#).

(xvii) [52.225-4](#), Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at [52.225-3](#).

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$77,494, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,494 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) [52.225-6](#), Trade Agreements Certificate. This provision applies to solicitations containing the clause at [52.225-5](#).

(xix) [52.225-20](#), Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

(xx) [52.225-25](#), Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxi) [52.226-2](#), Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

___ (i) [52.219-22](#), Small Disadvantaged Business Status.

___ (A) Basic.

___ (B) Alternate I.

___ (ii) [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End Products.

___ (iii) [52.222-48](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

___ (iv) [52.222-52](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Certification.

___ (v) [52.223-9](#), with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).

___ (vi) [52.227-6](#), Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

___ (vii) [52.227-15](#), Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

K.6 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are o are not o presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have o have not o, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks “have”, the offeror shall also see [52.209-7](#), if included in this solicitation);

(C) Are o are not o presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have o, have not o, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a

delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has or has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this

provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

K.7 52.225-18 Place of Manufacture (Sept 2006)

(a) *Definitions.* As used in this clause—

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

K.8 AUTHORIZED CONTRACT ADMINISTRATOR

If the offeror does not fill-in the blanks below, the official who signed the offer will be deemed to be the offeror's representative for Contract Administration, which includes all matters pertaining to payments.

Name:
Telephone Number:
Address:

K.9 652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)

- (a) Definitions. As used in this provision:

Foreign person means any person other than a United States person as defined below.

United States person means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as provided under the Export Administration Act of 1979, as amended.

- (b) Certification. By submitting this offer, the offeror certifies that it is not:
- (1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or,
 - (2) Discriminating in the award of subcontracts on the basis of religion.

K.10 RESERVED

K.11 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that--

- (a) It [] has, [] has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

- (b) It [] has, [] has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.12 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that--

- (a) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
- (b) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

[Proposal Note: If the bidder/offeror has indicated “yes” in blocks (a)(1), (2), or (3) of the following provision, the bidder/offeror shall include Defense Base Act insurance costs covering those employees in their proposed prices. The bidder/offeror may obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at <http://www.dol.gov/owcp/dlhwc/lscarrier.htm>.]

K.13 652.228-70 DEFENSE BASE ACT – COVERED CONTRACTOR EMPLOYEES (JUN 2006)

(a) Bidders/offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

Category	Yes/No	Number
(1) United States citizens or residents		
(2) Individuals hired in the United States, regardless of citizenship		
(3) Local nationals or third country nationals where contract performance takes place in a country <i>where there are no</i> local workers’ compensation laws		Local Nationals: _____ Third Country Nationals: _____
(4) Local nationals or third country nationals where contract performance takes place in a country <i>where there are</i> local workers’ compensation laws		Local Nationals: _____ Third Country Nationals: _____

(b) The Contracting Officer has determined that for performance in the country of *[Note to Contracting Officer: Insert country of performance and check the appropriate block below]*

- ☐ Workers' compensation laws exist that will cover local nationals and third country nationals.
- ☐ Workers' compensation laws do not exist that will cover local nationals and third country nationals.

(c) If the bidder/offeror has indicated "yes" in block (a)(4) of this provision, the bidder/offeror shall not purchase Defense Base Act insurance for those employees. However, the bidder/offeror shall assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.

(d) RESERVED

K.14 52.225-20 Prohibition on Conducting Restricted Business Operations in Sudan—
Certification (AUG 2009)

(a) *Definitions.* As used in this provision—

"Business operations" means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

"Marginalized populations of Sudan" means—

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education;
or

(6) Have been voluntarily suspended.

(b) *Certification*. By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

K.15. 52.209-2 Prohibition on Contracting with Inverted Domestic Corporations—Representation. (May 2011)

(a) *Definition*. “Inverted domestic corporation” and “subsidiary” have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations ([52.209-10](#)).

(b) *Relation to Internal Revenue Code*. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at [26 U.S.C. 7874](#) .

(c) *Representation*. By submission of its offer, the offeror represents that—

(1) It is not an inverted domestic corporation; and

(2) It is not a subsidiary of an inverted domestic corporation.

(End of provision)

K.16. 52.209-5 Certificate Regarding Responsibility Matters (APR 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are or are not o presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have o have not o, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks “have”, the offeror shall also see [52.209-7](#), if included in this solicitation);

(C) Are o are not o presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have o, have not o, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has o has not o, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) “Principal,” for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror’s responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

SECTION L

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS

L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://www.acquisition.gov/far/> or <http://farsite.hill.af.mil/vffara.htm>

These addresses are subject to change. If the FAR is not available at the locations indicated above, use of an internet “search engine” (for example Google, Yahoo, Excite) is suggested to obtain the latest location of the most current FAR provisions.

The following Federal Acquisition Regulation solicitation provisions are incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

PROVISION

TITLE AND DATE

[Note to Contracting Officer: Include provisions 52.209-7 and 52.209-9 if the estimated contract value is over \$500,000]

52.209-7	INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
52.215-1	INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION (JAN 2004)
52.236-28	PREPARATIONS OF PROPOSALS – CONSTRUCTION (OCT 1997)
52.237-1	SITE VISIT (APR 1984)

L.2 SOLICITATION PROVISIONS IN FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm fixed price contract resulting from this solicitation. (End of provision)

52.232-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from ***[Note to Contracting Officer: Designate the official or location where a protest may be served on the Contracting Officer.]***

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.3 QUALIFICATIONS OF OFFERORS

Offerors must be technically qualified and financially responsible to perform the work described in this solicitation. At a minimum, each Offeror must meet the following requirements:

- (1) Be able to understand written and spoken English;
- (2) Have an established business with a permanent address and telephone listing;
- (3) Be able to demonstrate prior construction experience with suitable references;
- (4) Have the necessary personnel, equipment and financial resources available to perform the work;
- (5) Have all licenses and permits required by local law;
- (6) Meet all local insurance requirements;
- (7) Have the ability to obtain a performance and guarantee bond and a payment bond, or to post adequate performance security, such as irrevocable letters of credit or guarantees issued by a reputable financial institution;
- (8) Have no adverse criminal record;
- (9) Have no political or business affiliation which could be considered contrary to the interests of the United States; and
- (10) Provide warranty information ***[Note to Contracting Officer: Include the following if applicable: "The offeror must warrant that dual-rated 50 or 60 HZ motors are acceptable for electric motors."]***

[Note to Contracting Officer: L.4 should only be included if barriers are to be installed under this procurement. Otherwise, mark "Reserved".]

L.4 REVIEW OF DOCUMENTS

Each Offeror is responsible for:

- (1) Obtaining a complete set of contract drawings and specifications;
- (2) Thoroughly reviewing such documents and understanding their requirements;
- (3) Visiting the project site and becoming familiar with all working conditions, local laws and regulations; and

- (4) Determining that all materials, equipment and labor required for the work are available.

Offerors shall report any ambiguity in the solicitation, including specifications and contract drawings immediately to the Contracting Officer. Any prospective Offeror who requires a clarification, explanation or interpretation of the contract requirements must make a request to the Contracting Officer not less than five working days before the closing date of the solicitation. Offerors may rely upon written interpretations by the Contracting Officer.

L.5 SUBMISSION OF OFFERS

L.5.1 General: This solicitation is for furnishing the deliverables and installation of same, if the installation option is exercised, as further described in Section C and the Exhibits which are a part of this solicitation.

L.5.2 Summary of Instructions: Each offer must consist of the following physically separate volumes: ***[Note to Contracting Officer: Fill in number of copies. Form number, reference to Attachment 4 and the Bar Chart will require revision/be deleted if installation is not required.]***

Volume	Title	Number of Copies*
1	Executed Standard Form 1442, "Solicitation, Offer and Award (Construction, Alteration, or Repair)", and completed Section K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS.	
2	Price Proposal and completed Section B - SUPPLIES OR SERVICES AND PRICES/COSTS. The price proposal shall include a completed Section J, Attachment 4, "BREAKDOWN OF PROPOSAL PRICE BY DIVISIONS OF SPECIFICATIONS.	
3	Performance schedule in the form of a bar chart and Business Management/Technical Proposal.	

* The total number of copies includes the original as one of the copies.

The complete offer shall be submitted at the address indicated at Block 7 of Standard Form (SF) 1442, if mailed, or the address set forth below, if hand delivered (if this is left blank, the address is the same as that in Block 7 of SF 1442).

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Offerors shall identify, explain, and justify any deviations, exceptions, or conditional assumptions taken regarding any of the instructions or requirements of this solicitation.

L.5.3 Detailed Instructions

L.5.3.1 Volume I: Standard Form (SF) 1442 and Section K. Complete blocks 14 through 20C of the SF 1442 and all of Section K.

L.5.3.2 Volume II: Price proposal and Section B.

The price proposal shall consist of completion of Section B and Section J, Attachment 4, "BREAKDOWN OF PROPOSAL PRICE BY DIVISIONS OF SPECIFICATIONS for installation option only. The offeror shall complete all applicable portions of this form in each relevant category (e.g., labor, materials, etc.).

L.5.3.3 Volume III: Performance Schedule and Business Management/Technical Proposal.

(a) The offeror shall present the performance schedule in the form of a "bar chart" indicating when the various portions of the work will be commenced and completed within the required contract completion schedule. This bar chart shall be in sufficient detail to clearly show each segregable portion of work and its planned commencement and completion date.

(b) The Business Management/Technical Proposal shall be in two parts, including the following information:

Proposed Work Information - Provide the following:

- (1) A list of the names, addresses, and telephone numbers of the owners, partners, and principal officers of the Offeror;
- (2) The name and address of the Offeror's field superintendent for this project; and
- (3) A list of the names, addresses, and telephone numbers of subcontractors and principal materials suppliers to be used on the project, indicating what portions of the work will be performed by them.

- (4) Bar chart indicating various portions of the work; when work will commence and be completed in each section

Experience and Past Performance - List all contracts and subcontracts your company has held over the past three years for the same or similar work. Provide the following information for each contract and subcontract:

- (1) Customer's name, address, and telephone numbers of customer's lead contract and technical personnel;
- (2) Contract number and type;
- (3) Date of the contract award place(s) of performance, and completion dates;
- (4) Contract dollar value;
- (5) Brief description of the work, including responsibilities;
- (6) Comparability to the work under this solicitation;
- (7) Brief discussion of any major technical problems and their resolution;
- (8) Method of acquisition (fully competitive, partially competitive, or noncompetitive), and the basis for award (cost/price, technical merit, etc.);
- (9) Percent turnover of contract key technical personnel per year; and
- (10) Any terminations (partial or complete) and the reason (convenience or default).

L.6 52.236-27 SITE VISIT (FEB 1995)

- (a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.
- (b) An organized site visit has been schedule for *[Note to Contracting Officer: Insert date and time]*
- (c) Participants will meet at *[Note to Contracting Officer: Insert location]*.

L.7 652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999) (DEVIATION)

- (a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting office for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1696, by fax at (703) 875-6155, or write to:

Competition Advocate
U.S. Department of State
A/OPE
SA-15, Room 1060
Washington, DC 20522-1510

- (b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the Contracting Officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, *[Note to Contracting Officer: Insert Management Officer's name]*, at *[Note to Contracting Officer: Insert Management Officer's telephone and fax numbers]*. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696, by fax at (703) 875-6155, or write to:

Acquisition Ombudsman
U.S. Department of State
A/OPE
SA-15, Room 1060
Washington, DC 20522-1510

SECTION M

EVALUATION FACTORS FOR AWARD

M.1 EVALUATION OF PROPOSALS

M.1.1. General: To be acceptable and eligible for evaluation, proposals must be prepared following Section L and must meet all the requirements in the other sections of this solicitation.

M.1.2. Basis for Award: The Government intends to award a contract resulting from this solicitation to the lowest priced, technically acceptable offeror who is a responsible contractor. The evaluation process will follow the procedures below:

- (a) Initial Evaluation: The Government will evaluate all proposals received will be evaluated to ensure that each proposal is complete in terms of submission of each required volume, as specified in Section L. The Government may eliminate proposals that are missing a significant amount of the required.
- (b) Technical Acceptability: After the initial evaluation, the Government will review the remaining proposals to determine technical acceptability. Technical acceptability will include a review of the Proposed Work Information described in Section L to ensure that the offeror's proposed project superintendent and subcontractors are acceptable to the Government. The Government may also contact references provided as part of the Experience and Past Performance information described in Section L to verify quality of past performance. The end result of this review will be a determination of technical acceptability or unacceptability.
- (c) The Government will determine responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR subpart 9.1, including:
 - (1) Adequate financial resources or the ability to obtain them;
 - (2) Ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
 - (3) Satisfactory record of integrity and business ethics;
 - (4) Necessary organization, experience, and skills or the ability to obtain them;
 - (5) Necessary equipment and facilities or the ability to obtain them; and
 - (6) Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

The Government reserves the right to reject proposals that are unreasonably low or high in price. Unsuccessful offerors will be notified in accordance with FAR 15.503.

M.1.3 Award Selection: The Government will review the prices of all technically acceptable firms and the award selection will go to the lowest priced, technically acceptable, responsible offeror. As described in FAR 52.215-1, incorporated by reference in Section L, the Government may award may based on initial offers, without discussions.

[Note to Contracting Officer: Insert FAR 52.225-17 in full text if you will be allowing offers to be submitted in more than one currency (U.S. dollars or local currency).]

M.2 52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000)

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the exchange rate used by the Embassy in effect as follows:

- (a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.
- (b) For acquisitions conducted using negotiation procedures—
 - (1) On the date specified for receipt of offers, if award is based on initial offers; otherwise
 - (2) On the date specified for receipt of proposal revisions.

M.3 52.217-4 EVALUATION OF OPTIONS EXERCISED AT TIME OF CONTRACT AWARD (JUL 1988)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate the total price for the basic requirement together with any option(s) exercised at the time of award.

M.4 SEPARATE CHARGES

Separate charges, in any form, are not solicited. For example, any charges for failure to exercise an option are unacceptable.